

Exhibit

A



DISTRIBUTION AGREEMENT

This Distribution Agreement (this "Agreement") is entered into as of the last date in the signature block to this Agreement between Gordon Food Service, Inc., a Michigan corporation ("GFS") and 50 AMP FUSE, LLC, LUCK OF THE IRISH, LLC, GRBC HOLDINGS, LLC, 9 VOLT, LLC, BARFLY VENTURES, LLC, HOPCAT ANN ARBOR, LLC, HOPCAT DETROIT, LLC, EL BREWPUB, LLC, HOPCAT LOUISVILLE, LLC, HOPCAT LEXINGTON, LLC, HOPCAT-INDIANAPOLIS, LLC, HOPCAT KANSAS CITY, LLC, HOPCAT LINCOLN, LLC, HOPCAT MADISON, LLC, HOPCAT CHICAGO, LLC ("Customer").

GFS is a food distributor to the foodservice industry. Customer operates and may also license for operation by others those establishments identified in Schedule 1 attached to this Agreement (the "Locations"). Customer would like to appoint GFS, and GFS has agreed to be appointed, as the primary distributor of food and food related products to the Locations.

The parties therefore agree as follows:

1. **Term.** The parties' respective obligations under this Agreement will begin on 5/1/2018 and continue for a period of 4 years, unless earlier terminated in accordance with the terms of this Agreement (the "Initial Term"). The Initial Term will automatically renew for successive one-year periods thereafter (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless either party gives notices of non-renewal to the other party at least 60 days prior to the end of the Initial Term or a Renewal Term.

2. **Primary Distributor.** As primary distributor, GFS shall be entitled to receive no less than 90% of the Locations' purchases of food and foodservice products in each of the categories set forth in Schedule 2 (the "Products"). In keeping with GFS's appointment as primary distributor, Customer agrees that the Locations shall collectively achieve the purchase volume referenced in Schedule 2. GFS will supply the Locations from one or more distribution centers operating at its divisions and will assign each Location to a distribution center according to the distribution center's territory of supply. The parties may add one or more Locations by mutual written consent, including by e-mail.

3. **Ordering and Delivery.**

3.1. **Orders.** GFS will provide each Location with on-line ordering capabilities through GFS's electronic ordering system. All orders must be placed electronically. An order cut-off schedule will be established by GFS for each Location that details the days and times by which orders must be placed to ensure delivery on the scheduled delivery days. The minimum order amount is set forth in Schedule 2.

3.2. **Special Inventory.**

(a) If Customer requires GFS to inventory and make available for ordering a Product that it does not normally maintain in inventory for most of GFS's customers ("Proprietary Product"), then GFS will attempt to procure the Proprietary Product within three weeks of Customer's written request. Any Proprietary Product vendor must meet GFS's procurement and quality assurance requirements and comply with all applicable laws, rules and regulations. Customer will ensure that the vendor or supplier of a Proprietary Product will provide GFS with an indemnity agreement and insurance coverage satisfactory to GFS.

(b) The number of Proprietary Products that GFS makes available to Customer shall not exceed the Maximum Proprietary Products specified in Schedule 2. If GFS has any inventory of a Proprietary Product that it cannot sell to the Locations (such as inventory that is discontinued, becomes obsolete or unsalable, or as a result of termination or expiration of this Agreement), Customer shall purchase the remaining inventory F.O.B. GFS's distribution centers at a price equal to Cost plus \$1.00 per case or direct GFS to dispose of the inventory and reimburse GFS for the Cost of the Product plus \$1.00 per case and GFS's disposal costs. If such inventory is not purchased and removed from GFS's distribution centers within 30 days or Customer has not directed GFS to dispose of the inventory within 30 days, GFS

may dispose of the inventory in any reasonable fashion and Customer agrees to pay for the Proprietary Products inventory at a price equal to Cost plus \$1.00 per case and GFS's disposal costs.

(c) In order for a Proprietary Product to be maintained in inventory at a distribution center, a Proprietary Product must have case sales movement of at least five cases per week (the "Level"). If a Proprietary Product does not meet the Level, then GFS will make the Product available only as a special order. GFS will determine the supply needs of the Locations and maintain an inventory of Proprietary Products at each distribution center reasonably calculated to meet those supply needs. If Customer directs GFS to maintain an inventory of a Proprietary Product beyond the estimated supply needs and GFS agrees to accommodate such request, additional storage and handling charges will apply.

3.3. **Delivery Services.** GFS will provide delivery service to each Location up to the number of deliveries per week specified in Schedule 2. GFS will establish specific delivery days and delivery time windows for each Location and certain deliveries may be made after operating hours by key access ("Key Drop"). Title to the Products shall pass from GFS to the receiving Location upon delivery of the Products at the Location.

3.4. **Returns.**

(a) GFS's delivery driver must be notified of any shortage, visible damage or any other nonconformity of the Product(s) at the time of delivery and prior to GFS's delivery driver leaving the Location; or, if made by Key Drop, within 24 hours after the delivery is made. Any claims for Products that have concealed or latent damage must be made to GFS in writing within 24 hours for fresh Products and seven (7) days for all other Products after the date of delivery.

(b) Except for fresh, frozen, or special ordered Products, all other Products that are unopened may be returned to GFS for credit within seven days of the delivery date, but only if the Product is in its original container with full case quantity.

(c) Any Product that is eligible to be returned will be credited to Customer's account and GFS will retrieve the Product on the next delivery date or direct Customer to destroy the Product. The restocking fee set forth in Schedule 2 will be applied to any returns made under Section 3.4(b), but shall not apply to any returns made under Section 3.4(a). Customer's sole and exclusive remedy for any Products returned is replacement of the nonconforming Products or a credit equal to the sell price.

4. **Pricing and Service Fees.**

4.1. **Sell Price.** All Products are sold in whole manufacturer case quantities and the price for the Products will be Cost (as defined below) on the date of order plus the applicable category mark-up set forth in Schedule 2 (the "Mark-Up"). If a Location requires a Product to be sold in less than full case quantities and such Product can be split into individual units, the split case fee referenced in Schedule 2 will be included in the sell price. If Customer qualifies for certain agency billing programs that GFS has with vendors including, but not limited to, Coca-Cola, Pepsi Cola, Ecolab, Sealed Air (formerly Diversy) and others ("Agency Billing Programs") or purchases goods for which prices are set by state or federal regulations ("Price Controlled Products"), then the sell price will be that which is established under the applicable Agency Billing Program or regulation, as the case may be, and may not include the Mark-Up. If Customer has negotiated a specific allowance with a vendor on one or more Products, then such allowance will be deducted from the sell price of the Product, after the Mark-Up has been applied. A Product that is a special order will be subject to a special order handling fee. If delivery is required to be expedited by courier service (or by other third-party delivery service) the Cost of the special order Product shall also include an expedited delivery fee. The prevailing fees associated with a special order Product will be made available at the time of order upon the request of Customer.

4.2. **Cost of Products.** The "Cost" of Products is the invoiced price from the vendor to GFS for the Products, plus common or contract carrier charges by the vendor or a third party (including [GFS or] a subsidiary or affiliate of GFS), fuel surcharges, unloading and restacking charges, container charges, air

freight charges, redistribution charges, and other similar charges not included in the vendor's invoice that are required to bring Products into inventory at a distribution center. Cross-dock fees and transfer charges between GFS distribution centers may be included in the Cost of certain Products. For any Products that are branded to GFS or a trade name used exclusively by GFS, Cost may also include a label assessment of up to 1%. Cost is not reduced by cash discounts for prompt payment that GFS may receive. Cost is also not reduced for payments, such as performance-based incentives, or fees, or allowances GFS receives for marketing, freight management, warehousing, distribution, or quality assurance that it provides for vendors.

4.3. **Customer Contract Products.** If Customer has entered into a contract with a vendor that establishes a deviated Cost on one or more Products ("Vendor Contract"), GFS will use such price to calculate Cost for the period of time established in the Vendor Contract if such contract price is honored by the vendor at the time of purchase by GFS or through a bill-back by GFS to the vendor. The maximum number of Products that Customer may have on a Vendor Contract is contained on Schedule 2. Each vendor must accept GFS's terms and conditions of product procurement as the terms that govern each and every purchase order issued by GFS. Customer must provide GFS with all information that is reasonably required by GFS to implement the contract price or a change to a contract price no later than the 15th of the month, to be effective the first day of the following month. Customer represents and warrants that all information provided by Customer in connection with each Vendor Contract is accurate and that the contract price established by the terms of the Vendor Contract is enforceable by GFS against the Vendor. GFS shall not be obligated to issue credits or adjust pricing for inaccurate Vendor Contract information or late documentation provided by Customer or a vendor.

4.4. **Service Fees and Governmental Charges.** The sell price of the Products does not include service fees, diesel fuel surcharges, taxes, or governmental charges. Any such fees will be charged as a separate line item charge on the invoice and the Locations are obligated to pay: (i) the Delivery Fee (if applicable); (ii) sales and use taxes, unless otherwise exempt; (iii) any governmental fees or charges related to the Products or services provided by GFS; and (iv) a diesel fuel surcharge according to the scale contained in Schedule 2. The average cost will be determined by the U.S. Average for Retail On-Highway Diesel Price per Gallon for the continental U.S. as published by the United States Energy Information Agency, or another similar index reasonably chosen by GFS. The average will determine the surcharge for the entire month, effective on the first Monday of the month. The average will be calculated from the published weekly average over the previous month. GFS's fiscal calendar will determine the monthly periods.

4.5. **Third-Party Service Providers.** Customer may request GFS to provide Information to, or perform other services in connection with purchasing consultants, technology providers, logistics providers or any other third-party that Customer seeks to introduce into the relationship between the parties. Any increased cost or expenses, loss of profit or revenue, experienced by GFS as a result of GFS providing or performing any of the foregoing may be recovered by GFS through an adjustment to the Mark-Up. GFS will provide written notice to Customer explaining the increased cost or expenses, or loss of profit or revenue, in reasonable detail and the corresponding adjustment to the Mark-Up. Any adjustment to the Mark-Up shall be effective 10 days from the date of the notice.

5. Payment Terms.

5.1. **Account Application, Payment Terms, and Invoicing.** Each legal entity (or person) responsible for payment of a Locations' purchases (each, an "Operator") will supply GFS with a fully completed GFS account application and information to support its request for credit including, but not limited to, its most recent audited financial statements at least seven days' prior to the effective date of the Term. The terms of the account application are incorporated here by reference and made a part of this Agreement. In the event of a conflict between the terms of the account application and this Agreement, the terms of this Agreement shall control. GFS will review and assign payment terms to each Operator based on GFS's evaluation of creditworthiness. Notwithstanding anything to the contrary in this Agreement, GFS will have no obligation to service an Operator until the Operator has submitted the information referenced in this Section 5.1 and GFS has completed its credit evaluation and account setup

process. GFS will provide an invoice at the time of delivery and each invoice must be paid according to the payment terms assigned to the Operator.

5.2. **Non-Payment and Financial Changes.** If an Operator fails to make a payment when due and such failure continues for seven (7) days after GFS provides notice of non-payment, or GFS becomes aware of circumstances that may materially affect the Operator's ability to pay its financial obligations when due, GFS may upon providing notice to the Operator: (i) withhold delivery of Products to the Operator's Locations until it is provided with written assurances satisfactory to GFS that payment will be issued; (ii) reduce the Operator's payment terms; (iii) require pre-payment or immediate payment upon future delivery; or (iv) require a letter of credit, collateral or security for the credit extended to the Operator.

6. **Incentives.** GFS will pay the rebates, incentives and other benefits as set forth in Schedule 3 (the "Incentives"). All monetary Incentives are paid according to GFS's fiscal calendar and payment of the Incentives may be made up to 30 days after the payment period specified for each Incentive. All monetary Incentives are paid on the purchases of the Products, but exclude all purchases of Price Controlled Products, Products sold under an Agency Billing Program, and any of those ancillary fees or charges set forth in Section 4.4. GFS may withhold all or any part of the Incentives to an Operator if the Operator has any past due or delinquent amounts owed to GFS. All terms of this Agreement must be met by the Operator in order to qualify for payment of an Incentive. The Incentives and pricing provided in this Agreement are exclusive and may not be combined with any programs, rebates, incentives or other offers that Customer may be eligible to receive from GFS by or through Customer's affiliation (or GFS's affiliation) with any third-party program or group.

7. **Termination.** This Agreement may be terminated for convenience and without cause by a party upon 90 days written notice to the other party. A party may immediately terminate this Agreement if the other party:

(a) is in material breach of this Agreement and fails to cure the breach within 30 days after the non-breaching party provides written notice of the breach that describes the breach in reasonable detail;

(b) becomes bankrupt or files a proposal or intention to file a proposal under applicable bankruptcy law or has: (i) an order entered against it for an appointment of a receiver, (ii) filed an assignment for the benefit of creditors, or (iii) has filed any other reorganization, liquidation or similar proceedings under bankruptcy or insolvency law; or

(c) has a change of ownership from a merger, reorganization, consolidation, transfer, sale, sale of substantially all assets, stock purchase, public offering or other change of ownership.

8. **Warranties.**

8.1. **Assignment of Supplier Warranties.** In the event a claim arises pertaining to any Product, GFS will assign to Customer any applicable warranties GFS receives from its vendors or suppliers of the Product, to the extent the rights are assignable. GFS will reasonably cooperate with Customer in the enforcement of any such warranties at Customer's expense. GFS reserves the right to file a claim under and directly enforce any such warranties and indemnities if GFS or any of its affiliates is named as a defendant or is otherwise liable in any suit or proceeding with regard to Products distributed by GFS.

8.2. **Disclaimer.** Customer acknowledges that GFS does not make and has not made any warranties with respect to the Products via any document, oral, written, or electronic communication, or sample. GFS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING.

9. **Indemnification and Insurance.**

9.1. **Indemnification by GFS.** GFS indemnifies Customer, its parent and affiliated companies,

and the officers, directors, members, employees, and successors and assigns of any of the foregoing, from any and all claims, arising out of or related to: (i) any breach of a warranty or representation made by GFS under this Agreement; (ii) any breach in the performance of GFS's obligations under this Agreement; and (iii) GFS's negligence in the performance of its obligations under this Agreement (to the extent not caused by or contributed to by Customer's negligence or that of any Location) except where the remedy for said negligence is otherwise set forth in this Agreement.

9.2. **Indemnification by Customer.** Customer agrees to defend and indemnify GFS, its parent, subsidiaries and affiliated companies, and the officers, directors, members, employees, and successors and assigns of each of the foregoing, from any and all claims, arising out of or related to: (i) any breach of a warranty or representation made by Customer in this Agreement; (ii) any breach in the performance of Customer's obligations under this Agreement; (iii) Customer's negligence in the performance of its obligations under this Agreement (to the extent not caused by or contributed to by GFS's negligence); (iv) adjustments made to pricing for the benefit of Customer or at Customer's direction, or the payment of any Incentives, rebates, or commissions to Customer; and (v) any actions or omissions by Customer concerning or related to the Products, including negligent or reckless conduct, the improper storage, handling, or preparation of the Products, the making of additions or modifications to the Products, or use of the Products.

9.3. **Limitation of Indemnification.** The indemnities set forth in this Agreement are subject to the following limitations:

(a) Customer acknowledges that GFS is not liable under this Agreement or otherwise for any loss, damage, or expense incurred by Customer or any Locations which: (i) arises from or relates to a Product for which Customer designated the source or specifications, so long as GFS has not caused or contributed to the loss, damage, or expense in the storage, transportation and handling of the Product; (ii) are expressly disclaimed in this Agreement; (iii) arises from or relates to the handling, preparation, or use of a Product before GFS' receipt of the Product or after delivery of the Product; or (iv) are partially or wholly caused by the breach of any term of this Agreement by Customer or any Location, or the negligence of Customer or any Location.

(b) The parties are not liable for payment of any consequential, incidental, exemplary, enhanced, indirect, punitive, and special damages of any kind, including without limitation any loss of profits or diminution in value, except where a party is obligated to indemnify and hold harmless the other party from a claim by a third party. The limitations on liability contained in this Agreement apply regardless of whether the form of the claim against it is based on statute, contract, negligence, strict liability, tort or any other principle of common law; or whether or not the party was advised of the possibility of such damages.

9.4. **Insurance Coverage.** At all times during the Term of this Agreement, the parties shall each purchase and maintain Commercial General Liability Insurance ("CGL Insurance"), from a reputable insurance company, in amounts reasonably adequate to cover their respective indemnification obligations. The CGL Insurance policy shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and liability assumed under an insured contract. When requested by a party, the other party shall provide the requesting party with a certificate or certificates evidencing continuous coverage as set forth in this Section.

10. **Confidentiality.** The parties and each of their respective employees, agents, contractors and representatives agree not to disclose and to keep confidential this Agreement, the terms contained herein, and any information, data, or know-how concerning or related to the other party's business or operations that may be disclosed on one or more occasions to them ("Confidential Information"). Confidential Information excludes and the parties shall have no obligation of confidentiality, with respect to: (i) information, data, or know-how that becomes generally available to the public other than by or through the receiving party; and (ii) information, data, or know-how made available to the receiving party from a source that, to the knowledge of the receiving party, was not under a duty of confidentiality to the

disclosing party with respect to such information. Customer data used for research and aggregation purposes shall not be considered an improper use of Confidential Information by GFS. If a party is required to disclose Confidential Information by order of court or governmental agency, then the party shall notify the other party sufficiently in advance to permit the other party to seek a protective order relating to the disclosure. Notwithstanding, GFS shall have the right to provide aggregated sales data to third parties as long as such data does not identify Customer or any Location's individual transactions.

11. General.

11.1. Benefit; Assignment. GFS's obligations under this Agreement are extended to Customer only with respect to the Locations, and shall not inure to the benefit of or form the basis of a claim by any purchaser of the Products or other party. Customer will not seek to assign this Agreement without GFS's prior written consent, which shall not be unreasonably withheld, delayed, or conditioned.

11.2. Compliance with Laws; Certifications. GFS shall comply with all federal, state, local laws and regulations that are applicable to the distribution services to be performed by GFS under the terms of this Agreement. GFS shall, at its own expense, obtain and maintain all certifications, authorizations, licenses, and permits ("Credentials") required by law to provide the distribution services; except that GFS shall have no obligation to obtain Credentials that may require GFS or its employees, officers, directors, owners, or shareholders to disclose privileged, confidential or personally identifiable information. GFS's failure to obtain any such Credentials shall not be a breach or violation of any terms of this Agreement.

11.3. Entire Agreement; Amendment. This Agreement (including the schedules and any documents expressly incorporated herein by reference) is the final, complete, and exclusive expression of the agreement between Customer and GFS for the sale of the Products and the provision of services to the Locations. All previous and contemporaneous oral, written, or electronic communications between Customer and GFS for the sale of the Products to the Locations are superseded by this Agreement, except as otherwise stated in this Agreement. This Agreement may only be amended by a written instrument signed by both parties, except as stated otherwise. The terms of this Agreement shall govern over any other conflicting, different, or additional terms in Customers' purchase order, acceptance, or other form. GFS objects to such terms, and they are not binding on GFS.

11.4. Remedies. The remedies provided in this Agreement are cumulative. The exercise of any right or remedy under this Agreement shall be without prejudice to the right to exercise any other right or remedy in this Agreement, by law, or in equity.

11.5. Severability; Waiver. The invalidity of any part of this Agreement shall not invalidate any other part and, except for the invalid part, the rest of this Agreement shall remain effective. No waiver of performance shall be valid without the consent of the other party entitled to the performance. No waiver of a specific action shall be construed as a waiver of future performance.

11.6. Notice. Any notice, request, demand or other communications (other than routine business communications) required or permitted under this Agreement shall be in writing. All notices to GFS will be delivered to 1300 Gezon Pkwy, SW, Wyoming, MI 49509, Attention: Senior Manager, Broadline Sales, with a copy to 1300 Gezon Pkwy, SW, Wyoming, MI 49509, Attention: General Counsel. All notices to Customer will be delivered to Customer's delivery or bill to address of record with GFS. Notice may be made by hand delivery, by recognized overnight courier, by mail (registered or certified, return receipt requested), or (if confirmed in writing using one of the foregoing methods) by facsimile or email (confirmation of successful transmission and receipt required), in each case prepaid. All such communications shall be effective when received.

11.7. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan, without regard to its conflicts of law rules. Any action or suit against in any way arising from or related to this Agreement must be filed in a provincial or federal court of competent jurisdiction located within the state of Michigan. Customer consents to non-exclusive jurisdiction and venue in such courts.

11.8. Force Majeure. No party is liable for any loss, damage, or expense from any delay in delivery or failure of performance due to any cause beyond the party's control, including fire or other casualty; strike or labor difficulty; accident; war conditions; riot or civil commotion; terrorism; government regulation or restriction; shortages in transportation, power, labor or material; freight embargo; default of supplier; or events which render performance commercially impracticable or impossible. This Section does not relieve a party from any obligation to pay for purchases or issue credits and rebates.

11.9. Survival. The indemnification obligations set forth in Section 9 and the confidentiality requirements set forth in Section 10 shall survive the expiration or termination of this Agreement.


11.10. Independent Contractors. Nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making a party the agent or representative of the other party for any purpose. Neither party shall represent itself as an agent or employee of the other party. An affiliate or subsidiary of GFS may provide some of the Products or services supplied under this Agreement. GFS is an independent contractor with respect to all services performed under this Agreement.


11.11. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one and the same instrument.

The parties are signing this Agreement on the dates below.

Gordon Food Service, Inc.

50 AMP FUSE, LLC, LUCK OF THE IRISH, LLC,
GRBC HOLDINGS, LLC, 9 VOLT, LLC, BARFLY
VENTURES, LLC, HOPCAT ANN ARBOR, LLC,
HOPCAT DETROIT, LLC, EL BREWPUB, LLC,
HOPCAT LOUISVILLE, LLC, HOPCAT LEXINGTON,
LLC, HOPCAT-INDIANAPOLIS, LLC, HOPCAT
KANSAS CITY, LLC, HOPCAT LINCOLN, LLC,
HOPCAT MADISON, LLC, HOPCAT CHICAGO, LLC

By: 
Name: KEVIN M. PATTERSON
Title: REGIONAL CHIEF FINANCIAL OFFICER
Date: 4/23/18

By: 
Name: Mark Gatty
Title: CEO
Date: 4/18/18

SCHEDULE 1

Locations

100046117 STELLA'S LOUNGE
100058014 WALDRON PUBLIC HOUSE (THE)
100074259 GRAND RAPIDS BREWING COMPANY
100018600 HOP CAT - GR
100154482 HOPCAT KALAMAZOO
100119375 HOPCAT - ANN ARBOR
100118234 HOPCAT - DETROIT
100099955 HOPCAT- EAST LANSING
100164734 HOPCAT - ROYAL OAK
100177929 HOPCAT FORD FIELD
100148164 HOPCAT LOUISVILLE
100137714 HOPCAT- LEXINGTON
100112905 HOPCAT-BROAD RIPPLE
100160989 HOPCAT KANSAS CITY
100143273 HOPCAT LINCOLN
100132362 HOPCAT-MADISON
100148165 HOPCAT CHICAGO
100170955 HOPCAT MINNEAPOLIS
100205518 HOPCAT PORT ST LUCIE

SCHEDULE 2

Purchase Volume:	420,000 cs and \$14 Million annually
Minimum Order Amount:	\$3,635
Maximum Deliveries/Week:	3
Restocking Fee:	10%
Maximum Proprietary Products:	40
Maximum Vendor Contract Products:	30
Split Case Fee:	5.00%
Diesel Fuel Surcharge:	If the average cost of diesel fuel exceeds \$3.99, the surcharge will be \$3.00 plus \$1.00 for each \$0.25 (or part of \$0.25) above \$4.26.

Mark-Ups:

Grocery
Frozen
Meat
Seafood
Poultry
Dairy
Disposables
Chemical
Beverage
Produce
Tabletop



SCHEDULE 3

Incentives

Total Purchases Rebate: GFS will pay to the Locations monthly by credit memo, an incentive of [REDACTED] % on all purchases on total purchases. The following limitations shall apply: None

Total Purchases Rebate Tiered: GFS will pay to the Locations monthly by credit memo, an incentive on total purchases, based on the table below according to the Locations' combined attainment of the purchase tiers below. The following limitations shall apply: Rebate includes only Produce purchases, category 10.

\$ [REDACTED] to \$ [REDACTED] = [REDACTED] %
\$ [REDACTED] and above = [REDACTED] %

Serving your success, at your door or at our store.



- Serving and caring for foodservice customers for over 115 years.
- A family company committed to building partnerships.
- Quality foodservice products and the choices you need to succeed.
- Services that help you achieve your goals and make dreams a reality.

Gordon®
FOOD SERVICE

Gordon®
FOOD SERVICE STORE

Customer Account Application

Please return your completed application to the servicing Gordon Food Service® company checked below.

- ☐ Non-Commercial and National Chains*, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Gordon Food Service Store****, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 905-4074, fax: (616) 717-9610

Gordon Food Service, Inc.

- ☐ Allegheny Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Carolinas Division, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Great Lakes Division (Brighton), 8040 Kensington Court, Brighton, MI, 48116, phone: (616) 717-6359, fax: (248) 486-4222
- ☒ Great Lakes Division (Clay Ave), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Great Lakes West Division, PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Mid-Atlantic Division, 100 Commerce Drive, Newark, DE, 19713, phone: (410) 273-3524, fax: (616) 717-9881
- ☐ Ohio Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215

GFS Central States, LLC

- ☐ Central States Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Southeast Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091

GFS Florida, LLC

- ☐ Florida Division, 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2906, fax: (305) 459-8746

Glazier Foods Company

- ☐ Glazier Division, 11303 Antoine Dr., Houston, TX, 77066, phone: (800) 989-6411, fax: (616) 717-9020

Perkins Paper, LLC

- ☐ Perkins Division, 630 John Hancock Rd., Taunton, MA, 02780, phone: (774) 226-1500, fax: (774) 226-1782

* Non-Commercial and National Chain customers may be serviced by one or more of the foregoing companies. National Chain customers may also be serviced by GFS Chain Alliance, LLC.

** Florida stores are operated by GFS Stores, LLC, and all others are operated by GFS Marketplace, LLC.

Section to be completed by Customer Development Specialist or Gordon Food Service Store Manager

Sales No.: 119 Store No.: _____

Does the customer have other accounts with Gordon Food Service? If so, please provide account numbers: Family # 3614

Change of owner? If so, please provide the current customer number: _____

LOCATION NAME: Barfly HQ OWNERSHIP: _____
This is the common name or DBA of your business. Length of time owned.

A/P CONTACT: _____ EMAIL: _____

DELIVERY ADDRESS BILLING ADDRESS ☒ Check if the same as delivery address.

ADDRESS: 35 Oak St, Suite 400 ADDRESS: _____
 CITY: Grand Rapids CITY: _____
 STATE: MI ZIP: 49503 COUNTRY: USA STATE: _____ ZIP: _____ COUNTRY: _____
 PHONE: 616-965-9780 FAX: _____ PHONE: _____ FAX: _____

Please provide all of the information below for the legal owner of your business ("Customer").

ENTITY TYPE: ☐ Corporation ☐ LLC ☐ LP/LLP ☐ Proprietorship ☐ Partnership ☐ Other: _____

ENTITY NAME: _____ STATE FILED: _____

ADDRESS: _____ PHONE: _____ FAX: _____
 CITY: _____ STATE: _____ ZIP: _____ COUNTRY: _____

OWNER/OFFICER/MEMBER INFORMATION

NAME: _____	TITLE: _____	NAME: _____	TITLE: _____
ADDRESS: _____		ADDRESS: _____	
CITY: _____		CITY: _____	
STATE: _____ ZIP: _____ PHONE: _____		STATE: _____ ZIP: _____ PHONE: _____	
SSN: _____ DL: _____ <small>Social Security Number Driver's License Number & State</small>		SSN: _____ DL: _____ <small>Social Security Number Driver's License Number & State</small>	
SIGNED: _____ DATE: _____		SIGNED: _____ DATE: _____	

The signor(s) above each consent to the release of his/her personal credit information as set forth in paragraph six of the General Provisions and Security Agreement.

Please provide the financial and purchasing information requested below.

What payment terms are you requesting? ☐ C.O.D. ☐ Weekly ☐ Other: NET 90

What are your estimated weekly purchases from Gordon Food Service? \$ _____

What is your tax-exempt status? ☐ Resale Certificate* ☐ Fully Exempt Entity** ☐ None ☐ Direct Pay Permit*** ☐ Federal Government
*Include a copy of resale certificate **Include evidence of tax exempt status ***Include a copy of direct pay permit

Please provide your Federal Tax Identification Number (a/k/a EIN): _____

Do you require a purchase order? ☐ Yes ☒ No

If you would like a statement, please specify the following: Frequency: ☐ Weekly ☐ Bi-Weekly ☐ Monthly
 Method: ☐ EMail: _____ ☐ Fax: _____

Please provide your banking information below.

BANK: _____ ACCOUNT NO.: _____ PHONE: _____

Please provide your supplier and trade references below.

NAME: _____	ACCOUNT NO.: _____	PHONE: _____
NAME: _____	ACCOUNT NO.: _____	PHONE: _____
NAME: _____	ACCOUNT NO.: _____	PHONE: _____

Please let us know your interest in our ordering and payment services.

Gordon Experience™ offers you the ability to place orders, pay invoices and access other account services through our secure online application. Gordon Food Service Easy Pay is a convenient payment method that takes away the worry and hassle of processing checks by providing automatic processing of your payments through electronic funds transfer. Please let us know what services you would like more information about.

- GORDON EXPERIENCE:** ☐ Yes, please send me more information about Gordon Food Service Experience.
- GORDON FOOD SERVICE EASY PAY:** ☐ Yes, please send me more information about Gordon Food Service Easy Pay.

Select your preferences for purchases made at a Gordon Food Service Store.

Gordon Food Service is proud to offer you the option to use your account to purchase from your local Gordon Food Service Store. Your account will be automatically enrolled in our standard service and you may make purchases by providing your account information. You will be responsible for all purchases made with your account information, regardless of whether the purchases were made by an authorized individual. You also may elect to have identification cards issued, and we will provide you with continuing service cards.

CARD OPTION: ☒ Yes, please issue me continuing service cards. I understand that I am responsible to issue the cards to my designated purchasers, and that I am responsible for all purchases made using the card. Please deliver my cards to:

☒ Delivery Address ☐ Billing Address ☐ Other: _____

INVOICE OPTION: You will automatically receive a receipt with all pertinent invoice information at the time of purchase. You may also select one other option:

☐ An invoice emailed to: _____

☐ An invoice faxed to: _____

Please help us to better serve you by providing some information about your business.**Customer Classification** (Please choose only one)Eating and Drinking

- ☐ Family Restaurant
☐ Fast Service
☐ Ice Cream Shop
☐ White Tablecloth
☐ Tavern/Bar
☐ Delicatessen
☐ Truck Stop
☐ Pizzeria
☐ Cafeteria

Amusement and Rec.

- ☐ Public Golf Club
☐ Private Golf Club
☐ Health Club
☐ Ski Resort
☐ Stadium
☐ Fair/Festival
☐ Bowling Center
☐ Theme Park
☐ Theater

Business Services

- ☐ Catering
☐ Vending
☐ Redistribution
☒ Small Business
☐ In-Plant
☐ Int'l Resort
☐ Int'l Redistribution
☐ Co-operative
☐ Office

Non-Commercial

- ☐ Gov. Program
☐ Comm. Feeding
☐ Service Club
☐ Transportation
☐ Church
☐ Public Facility
☐ Jail/Prison
☐ Military
☐ Fundraiser

Food Stores

- ☐ Convenience Store
☐ In-Store Deli
☐ In-Store Restaurant
☐ Snack Bar
☐ General Retail
☐ Bakery
☐ Gordon Food Service Store
☐ Doughnut/Coffee Shop
☐ Supermarkets

Hospitality

- ☐ Hotel
☐ Motel
☐ Resort
☐ Inn
☐ Passenger Ship

Colleges

- ☐ 2-Year Private
☐ 4-Year Community
☐ 4-Year State
☐ 4-Year Private
☐ Fraternity/Sorority

Long-Term Care

- ☐ CCRC
☐ Skilled Nursing
☐ Assisted Living

Schools

- ☐ Day Care
☐ Elementary
☐ High School

Other

- ☐ Hospital - Acute
☐ Camp
☐ Senior Meals

Affiliation (Please choose only one)

- ☐ Franchise ☐ National Chain ☐ Public/Community ☒ Private/Independent ☐ Public/State
- ☐ Public/Federal ☐ Parochial

Menu Theme

- ☐ American ☐ Eggs ☐ Ice Cream ☒ Non-Food ☐ Steak
- ☐ Asian ☐ French ☐ Italian ☐ Pizza ☐ Vegetarian
- ☐ Bakery ☐ German ☐ Kosher ☐ Pork
- ☐ Beef ☐ Greek ☐ Latin ☐ Ribs
- ☐ Chicken ☐ Hamburger ☐ Mediterranean ☐ Seafood
- ☐ Deli ☐ Health ☐ Mexican ☐ Servibar

Management (Please choose only one)

- ☒ Owner/Operator ☐ Independent ☐ Contracted Food Services

NOTICE REQUIRED BY FEDERAL LAW. This notice is for non-trade applicants. If this Application is not approved in full or if any other adverse action is taken with respect to applicant's credit with Gordon Food Service, applicant has the right to request within sixty (60) days of Gordon Food Service's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. **The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.**

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. The Customer agrees to pay for all goods and services ordered or procured from Gordon Food Service, Inc. or one or more of its current or future subsidiaries or affiliates ("GFS") on the terms set forth in this Customer Account Application (this "Application"). Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, the Customer agrees to pay to GFS or its assign, as an element of damages, all expenses of collection including actual attorneys' fees. GFS retains all rights of set off against any amounts or credits owed to the Customer.

2. The Customer agrees to be bound by the general provisions of this Application and those contained on GFS' invoices. These terms and conditions shall be the exclusive terms with respect to the sale and purchase of goods and any terms contained in or referenced by the Customer's purchase orders or any other documents of the Customer are rejected and non-binding on GFS.

3. All credit terms extended to the Customer are subject to change and can be amended at the sole discretion of GFS, at any time. The Customer consents to all changes of credit terms, extensions of credit, and any extensions or forbearance by GFS. This Application does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS may cease providing goods and services to the Customer at any time. Prices of products or other goods or services provided by GFS are not guaranteed until established on an invoice at the time of delivery. GFS must be notified in writing within 30 days of the invoice date of any claim related to the amounts charged on an invoice or any dispute of the sell price of products and, unless GFS is so notified, such claims are waived.

4. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Unless claimed at the time of delivery (prior to GFS' delivery driver leaving the Customer's location) any claim for damaged, undelivered or non-conforming goods is waived. In the event of a key drop delivery by GFS, such claims must be made by 3:00 p.m. (local time) the following day. If any goods provided are defective, the Customer's sole and exclusive remedy shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes. In no event shall GFS be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or related to the goods and services provided by GFS.

5. GFS may assign and/or sell any accounts receivable or indebtedness owed by the Customer and, in the event of such assignment and/or sale (or any subsequent assignment or sale) any claims, defenses, and counterclaims of every kind and description that the Customer has against GFS is waived as to any transferee, assignee or pledgee. Further, the Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.

6. The Customer, the Customer's principals and any Guarantors that sign this Application (the "Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.

7. If any check, draft, EFT, ACH or any other order of payment (each, a "Transaction") is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID OR DISHONORED TRANSACTIONS.

8. If the Customer is a franchisee or member of a group purchasing organization (each, an "Organization") and the Customer is purchasing from GFS under a written agreement between GFS and the Organization, then the Customer agrees to abide by and accepts all terms of such agreement as modified, amended or superseded from time to time.

9. All inventory of proprietary goods or goods special ordered (or manufactured) for the Customer or goods not normally stocked, but brought into inventory to service the Customer, must be immediately purchased if the Customer ceases to use such goods or discontinues doing business with GFS.

10. The Customer acknowledges that purchases made at Gordon Food Service Stores or delivered directly may be electronic transactions. In the event of an electronic transaction, the Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. The Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Application.

11. In the event any provision of this Application is held to be invalid, unenforceable or illegal, the other provisions shall remain fully enforceable. The provisions of this Application may only be amended by a written instrument signed by both GFS and the Customer.

12. The Customer and any Guarantors agree that all actions or proceedings arising out of, from, or related to this Application shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. If GFS selects a different forum, then the Customer agrees that venue is proper in any court of competent jurisdiction that GFS selects in the state where the Customer is located or conducting business. To the extent permitted by applicable law, the Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against the Customer and WAIVE TRIAL BY JURY.

13. If GFS grants credit terms to the Customer pursuant to this Application, then the Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors (the "Collateral") to secure payment of all goods purchased on credit from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

SIGNED

TITLE:

PRINTED NAME:

DATE:

PERSONAL GUARANTY

The undersigned (each, a "Guarantor") unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") by the Customer whether or not contemplated at the time of execution of this Personal Guaranty (this "Guaranty"). All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of the Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor further waives (a) the requirement that his/her/their name appear on any invoices; (b) the right to require Creditor to first proceed against the Customer or any other party; (c) the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold; and (d) notice of acceptance of this guaranty. Guarantor agrees to be personally liable for the debts of the Customer and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorneys' fees and all other costs incurred in the collection of any indebtedness owed by the Customer. Until such time Creditor receives payment of all indebtedness owed by the Customer, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have against the Customer to recover any monies that are paid by Guarantor. Guarantor agrees to be bound by paragraphs 2, 5, 6, 9, 12 and 13 of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE GUARANTOR.

SIGNED:

DATE:

SIGNED:

DATE:

PRINTED NAME:

PRINTED NAME:

Witnessed by:

whose full name and address is:

INSTRUCTIONS: Please print or type, fill in all spaces and complete by signing where indicated. The party signing must either be an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. All pages must be fully completed and signed on page four in order to complete the account approval process.

<u>GRAND RAPIDS BREWING COMPANY</u>			
Trade Name (Location Name)	Telephone No.	Fax No.	E-mail Address
<u>1 Ionia</u>	<u>GRAND RAPIDS, MI</u>		
Delivery Address	City/State	Zip Code	Country
<u>250 Monroe Suite 400 Grand Rapids, MI</u>			
Billing Address (If different from delivery address)	City/State	Zip Code	Telephone No.

Corporate/Legal Name ("Customer") PLEASE PROVIDE LEGAL ENTITY NAME, ADDRESS AND INFORMATION BELOW:

☐ Corporation: _____, INC Address: 250 Monroe Suite 400

☐ Limited Liability Co.: GRBC Holdings, LLC City/State/Zip: Grand Rapids, MI 49503

☐ Limited Partnership: _____, LP Telephone No.: (616) 458 7000

☐ Proprietorship: _____ Fax No.: ()

☐ General Partnership: _____ E-Mail Address: info@grbrewingcompany.com

☐ Other: _____ Date Current Owner Took Over: _____

Complete the following for all partners, members, or individual owner(s)/principal(s):

Name	Title	Name	Title
<u>Mark Sellers</u>	<u>Owner/Member</u>		
Home Address	City/State	Home Address	City/State
	()		()
Zip Code	Phone No.	Zip Code	Phone No.
Social Security No.	Driver's License No. & State	Social Security No.	Driver's License No. & State
<u>SSN</u>	<u>10-10-12</u>		
Signature	Date	Signature	Date

(Please list any additional partners, members or principals on a separate sheet)

Will you provide current financials? ☐ Yes ☐ No (If yes, please attach most recent financial statements)

Terms Requested: ☐ C.O.D. ☐ Weekly ☐ Other: EFT - 28 DAYS

Average Weekly Purchases: \$ _____

Payment Method: ☐ Cash ☐ Check ☐ GFS Easy Pay (Must complete electronic funds transfer agreement)

Trade References: 1) _____ 2) _____
 Business Name Phone No. Business Name Phone No.
 3) _____ 4) _____
 Business Name Phone No. Business Name Phone No.

Banking Info.: _____
 Name of Bank Account No. City/State Phone No.

Tax Exempt Status: ☐ Resale Only ☐ All Sales Tax Exempt No.: _____
 (A copy of your Tax Certificate and/or Letter is required)

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. All prices quoted or billed are cash prices and do not include credit terms. Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to Gordon Food Service, Inc., GFS Central States, LLC and GFS Florida, LLC ("GFS") or its affiliates or assigns, as an element of damages, all expenses for collection including actual attorney fees. GFS retains all rights of set off against any amounts or credits owed to Customer.
2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. If Customer provides GFS with key access for early or after hours delivery ("Key Drop"), Customer hereby waives any and all claims, actions or suits against GFS arising out of or in any way connected to the Key Drop delivery. Unless disputed in writing within 30 days from invoice date, any claim that goods were not delivered is waived by Customer.
3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
4. The Customer, Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
5. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
6. If any check, draft, EFT, ACH or any other order of payment ("Transaction") payable to GFS is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.
7. The Customer acknowledges that purchases made at GFS Marketplace stores or delivered directly may be electronic transactions. In the event of an electronic transaction, Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Agreement. If Customer selects GFS ExperienceSM, the use of Customer's user identification name and password hereby constitutes an electronic signature in accordance with the Electronic Signatures in the Global and National Commerce Act of 2000, authorizing access to such information. Customer accepts full responsibility for any transaction initiated through Customer's user identification name under the GFS Experience application.
8. This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of terms, extensions of credit, and any extensions or forbearance by GFS. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
9. Customer irrevocably agrees that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in the following counties: FL - Orange or Miami-Dade; IL - Cook; KY - Jefferson; OH - Lucas or Cuyahoga; MO - St. Louis; PA - Allegheny or Philadelphia; TN - Knox or Davidson; WI - Milwaukee. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.
10. If GFS grants credit terms to Customer pursuant to this agreement, then Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors ("Collateral") to secure payment of all goods purchased on credit, without limitation, from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

Applicant's Signature: 

Title: GM

Date: 01/14/12

Name Printed: Barry Boyd**PERSONAL GUARANTY**

The undersigned unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") whether or not contemplated at the time of execution of this Guaranty. All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require Creditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorney fees and all other costs incurred in the collection of any indebtedness owed by Customer. Until such time Creditor receives payment in full of all indebtedness owed by Customer to Creditor, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have now or in the future against Customer to recover any monies that are recovered from Guarantors under the guaranty. Guarantor in addition agrees to be bound by paragraphs four, nine and ten of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.

Signed: _____

Printed Name: _____

Date: _____

Witness: _____

Witness: _____

ONLINE ORDERING AND ACCOUNTING

GFS Experience™ offers you the ability to place orders and pay invoices online through our secured application. When you elect to pay online, you will also be given access to view and print your prior transactions. You can obtain more information about these services from your GFS representative or by checking the appropriate box below. These services are currently not available to GFS Marketplace customers.

- ☐ **ORDERING:** I would like more information about placing orders online using GFS Experience.
- ☐ **ORDERING AND ACCOUNTING:** I would like more information about ordering and paying online using GFS Experience with My Account.

CONTINUING SERVICE CARD

All of our customers may purchase product from any of our Gordon Food Service Marketplace Stores by providing your account information. However, you will be responsible for all purchases made on your account regardless of whether the purchases were made by an authorized individual. You may elect to have your account secured, for identification purposes, and we will provide you with continuing service cards. If you select the security/identification option, you may only use your account at our Marketplace Stores if you present your continuing service card to our sales associate at the point of sale.

User Preference: ☐ I would like my account set up with the **SECURITY/I.D. OPTION** and understand that I am responsible to issue cards to my designated purchasers. I understand that I am responsible for all purchases made using my card.

Invoice Options: In addition to a register receipt with all pertinent invoice information, I want **(Please select only one):**

- ☐ An e-mailed invoice to: _____ ☐ A faxed invoice to: _____
- ☐ Only my register receipt as an invoice showing purchase information.

Send Cards to: ☐ Delivery Address ☐ Bill to Address ☐ Other: _____

CUSTOMER CLASSIFICATION

(Please choose only one below):

Eating and Drinking Places

- ☐ Family Restaurant ☐ White Tablecloth ☐ Truck Stop
- ☐ Fast Service ☒ Tavern/Bar ☐ Pizzeria
- ☐ Ice Cream Shop ☐ Delicatessen ☐ Cafeteria

Hotels and Others

- ☐ Hotels
- ☐ Motels
- ☐ Resort
- ☐ Inn
- ☐ Passenger Ship

Food Stores

- ☐ Convenience Store ☐ Bakery
- ☐ In-Store Deli ☐ GFS Store
- ☐ In-Store Restaurant
- ☐ Snack Bar
- ☐ General Retail

Amusement and Recreation

- ☐ Golf Club (Public) ☐ Ski Resort ☐ Bowling Alley
- ☐ Golf Club (Private) ☐ Stadium ☐ Theme Park
- ☐ Health/Athletic Club ☐ Fair/Festival ☐ Theater

Business Services

- ☐ Catering ☐ Int'l Resort Hotel
- ☐ Vending ☐ Int'l Redistribution
- ☐ Redistribution ☐ Co-op
- ☐ Small Business ☐ Office
- ☐ In-plant

Hospitals

- ☐ Acute

Long-Term Care

- ☐ CCRC
- ☐ Skilled Nursing
- ☐ Assisted Living

Other Non-Commercial

- ☐ Government Program ☐ Church ☐ Fund Raiser
- ☐ Community Feeding ☐ Public Facility
- ☐ Service Club ☐ Jails/Prison
- ☐ Transportation ☐ Military Feeding

Schools

- ☐ Day Care
- ☐ Elementary
- ☐ High School

Senior Meal Programs**Sporting/Recreation/Camps****Colleges**

- ☐ 2-Year Private ☐ 4-Year Private
- ☐ 4-Year Community ☐ Fraternity/Sorority
- ☐ 4-Year State

AFFILIATION (choose one):

- ☐ Franchise ☐ National Chain ☐ Parochial ☒ Private/Independent
- ☐ Public/Community ☐ Public/Federal ☐ Public/State

MENU THEME

- ☒ American ☐ Chicken ☐ German ☐ Ice Cream ☐ Mediterranean ☐ Pork ☐ Servibar
- ☐ Asian ☐ Deli ☐ Greek ☐ Italian ☐ Mexican ☐ Poultry ☐ Steak
- ☐ Bakery ☐ Eggs ☐ Hamburger ☐ Kosher ☐ Non-Food ☐ Ribs ☐ Vegetarian
- ☐ Beef ☐ French ☐ Health ☐ Latin ☐ Pizza ☐ Seafood

MANAGEMENT (choose one):

- ☒ Owner/Operator ☐ Independent ☐ Contracted Food Services



CUSTOMER ACCOUNT APPLICATION

Please check the appropriate division and return the completed application to the designated location.



- ☐ Gordon Food Service* (Non-Commercial and Chains), PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Non-Commercial
- ☐ Chains National
- ☐ Chains Greenville, SC
- ☐ Chains Ocala, FL
- ☐ Great Lakes East Division (Commercial), 8040 Kensington Court, Brighton, MI, 48116, phone: (248) 446-8348, fax: (248) 486-4222
- ☒ Great Lakes West Division (Commercial), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Ohio Valley Division (Commercial), 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Central States Division (Commercial), 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Florida Division (Commercial), 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2844, fax: (305) 459-8746
- ☐ GFS Marketplace*, PO Box 1562, Grand Rapids, MI, 49501, phone: (800) 968-6109, fax: (616) 717-9610



Marketplace

Section to be completed by Customer Development Specialist or GFS Marketplace Store Manager

Sales No.: 119

Store No.: _____

Does the customer have other accounts with Gordon Food Service? If so, please provide account numbers: FAMILY # 3614 (EPC)

Change of owner? If so, please provide the current customer number: _____

INSTRUCTIONS: Please print or type. Fill in all spaces and complete by signing where indicated. The party signing must either be an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. All pages must be fully completed and signed on page four in order to complete the account approval process.

Trade Name (Location Name) <u>Hopcat Ann Arbor</u>	Telephone No. <u>616 965-9780</u>	Fax No. <u>616 965-9796</u>	E-mail Address
Delivery Address <u>311 Maynard</u>	City/State <u>Ann Arbor MI</u>	Zip Code <u>48104</u>	Country
Billing Address (If different from delivery address) <u>11014 Ave SW Ste 200</u>	City/State <u>Grand Rapids</u>	Zip Code <u>MI 49503</u>	Telephone No. <u>616 965-9780</u>

Corporate/Legal Name ("Customer") PLEASE PROVIDE LEGAL ENTITY NAME, ADDRESS AND INFORMATION BELOW:

☐ Corporation: _____, INC Address: 11014 Ave SW Ste 200

☐ Limited Liability Co.: _____, LLC City/State/Zip: Grand Rapids MI 49503

☐ Limited Partnership: _____, LP Telephone No.: 616 965-9780

☐ Proprietorship: _____ Fax No.: 616 965-9796

☒ General Partnership: Hopcat Ann Arbor E-Mail Address: Kristine@barflyventures.com

☐ Other: _____ Date Current Owner Took Over: _____

Complete the following for all partners, members, or individual owner(s)/principal(s):

Name <u>Lisa Miller</u>	Title <u>Controller</u>	Name <u>Garry Boyd</u>	Title <u>Director of Operations</u>
Home Address <u>11014 Ave SW Ste 200</u>	City/State <u>GR, MI</u>	Home Address <u>11014 Ave SW Ste 200</u>	City/State <u>GR MI</u>
Zip Code <u>49503</u>	Phone No. <u>616 965-9780</u>	Zip Code <u>49503</u>	Phone No. <u>616 965-9780</u>
Social Security No.	Driver's License No. & State	Social Security No.	Driver's License No. & State
Signature _____	Date _____	Signature _____	Date _____

(Please list any additional partners, members or principals on a separate sheet)

Will you provide current financials? ☐ Yes ☒ No (If yes, please attach most recent financial statements)

Terms Requested: ☐ C.O.D. ☐ Weekly ☐ Other: Net 28 days

Average Weekly Purchases: \$ _____

Payment Method: ☐ Cash ☐ Check ☐ GFS Easy Pay (Must complete electronic funds transfer agreement)

Trade References: 1) _____ () _____ 2) _____ () _____
Business Name Phone No. Business Name Phone No.

3) _____ () _____ 4) _____ () _____
Business Name Phone No. Business Name Phone No.

Banking Info.: Huntington 3776 GR, MI 616 235 8779
Name of Bank Account No. City/State Phone No.

Tax Exempt Status: ☐ Resale Only ☐ All Sales Tax Exempt No.: _____
(A copy of your Tax Certificate and/or Letter is required)

INSTRUCTIONS: Please print or type. Fill in all spaces and complete by signing where indicated. The party signing must either be an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. All pages must be fully completed and signed on page four in order to complete the account approval process.

Trade Name (Location Name) <u>Hopcat Ann Arbor</u>	Telephone No. <u>616 965-9780</u>	Fax No. <u>616 965-9796</u>	E-mail Address
Delivery Address <u>311 Maynard</u>	City/State <u>Ann Arbor MI</u>	Zip Code <u>48104</u>	Country
Billing Address (If different from delivery address) <u>11014 Ave SW Ste 200</u>	City/State <u>Grand Rapids</u>	Zip Code <u>MI 49503</u>	Telephone No. <u>616 965-9780</u>

Corporate/Legal Name ("Customer") PLEASE PROVIDE LEGAL ENTITY NAME, ADDRESS AND INFORMATION BELOW:

- ☐ Corporation: _____, INC Address: 11014 Ave SW Ste 200
- ☐ Limited Liability Co.: Hopcat Ann Arbor, LLC City/State/Zip: Grand Rapids MI 49503
- ☐ Limited Partnership: _____, LP Telephone No.: 616 965-9780
- ☐ Proprietorship: _____ Fax No.: 616 965-9796
- ☒ General Partnership: Hopcat Ann Arbor, LLC E-Mail Address: Kristine@barflyventures.com
- ☐ Other: _____, _____ Date Current Owner Took Over: _____

Complete the following for all partners, members, or individual owner(s)/principal(s):

Name <u>Lisa Miller</u>	Title <u>Controller</u>	Name <u>Garry Boyd</u>	Title <u>Director of Operations</u>
Home Address <u>11014 Ave SW Ste 200 GR, MI</u>	City/State <u>GR, MI</u>	Home Address <u>11014 Ave SW Ste 200 GR MI</u>	City/State <u>GR MI</u>
Zip Code <u>49503</u>	Phone No. <u>616 965-9780</u>	Zip Code <u>49503</u>	Phone No. <u>616 965-9780</u>
Social Security No.	Driver's License No. & State	Social Security No.	Driver's License No. & State
Signature	Date	Signature	Date

(Please list any additional partners, members or principals on a separate sheet)

Will you provide current financials? ☐ Yes ☒ No (If yes, please attach most recent financial statements)

Terms Requested: ☐ C.O.D. ☐ Weekly ☐ Other: Net 28 days

Average Weekly Purchases: \$ _____

Payment Method: ☐ Cash ☐ Check ☐ GFS Easy Pay (Must complete electronic funds transfer agreement)

Trade References: 1) _____ () _____ 2) _____ () _____
Business Name Phone No. Business Name Phone No.

3) _____ () _____ 4) _____ () _____
Business Name Phone No. Business Name Phone No.

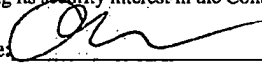
Banking Info.: Huntington 3789 GR, MI 616 235 8779
Name of Bank Account No. City/State Phone No.

Tax Exempt Status: ☐ Resale Only ☐ All Sales Tax Exempt No.: _____

(A copy of your Tax Certificate and/or Letter is required)

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. All prices quoted or billed are cash prices and do not include credit terms. Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to Gordon Food Service, Inc., GFS Central States, LLC and GFS Florida, LLC ("GFS") or its affiliates or assigns, as an element of damages; all expenses for collection including actual attorney fees. GFS retains all rights of set off against any amounts or credits owed to Customer.
2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. If Customer provides GFS with key access for early or after hours delivery ("Key Drop"), Customer hereby waives any and all claims, actions or suits against GFS arising out of or in any way connected to the Key Drop delivery. Unless disputed in writing within 30 days from invoice date, any claim that goods were not delivered is waived by Customer.
3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
4. The Customer, Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
5. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
6. If any check, draft, EFT, ACH or any other order of payment ("Transaction") payable to GFS is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.
7. The Customer acknowledges that purchases made at GFS Marketplace stores or delivered directly may be electronic transactions. In the event of an electronic transaction, Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Agreement. If Customer selects GFS ExperienceSM, the use of Customer's user identification name and password hereby constitutes an electronic signature in accordance with the Electronic Signatures in the Global and National Commerce Act of 2000, authorizing access to such information. Customer accepts full responsibility for any transaction initiated through Customer's user identification name under the GFS Experience application.
8. This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of terms, extensions of credit, and any extensions or forbearance by GFS. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
9. Customer irrevocably agrees that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in the following counties: FL - Orange or Miami-Dade; IL - Cook; KY - Jefferson; OH - Lucas or Cuyahoga; MO - St. Louis; PA - Allegheny or Philadelphia; TN - Knox or Davidson; WI - Milwaukee. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.
10. If GFS grants credit terms to Customer pursuant to this agreement, then Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors ("Collateral") to secure payment of all goods purchased on credit, without limitation, from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

Applicant's Signature: 

Title: _____

Date: _____

Name Printed: _____

PERSONAL GUARANTY

The undersigned unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") whether or not contemplated at the time of execution of this Guaranty. All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require Creditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorney fees and all other costs incurred in the collection of any indebtedness owed by Customer. Until such time Creditor receives payment in full of all indebtedness owed by Customer to Creditor, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have now or in the future against Customer to recover any monies that are recovered from Guarantors under the guaranty. Guarantor in addition agrees to be bound by paragraphs four, nine and ten of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.

Signed: _____

Printed Name: _____

Date: _____

Witness: _____

Witness: _____

ONLINE ORDERING AND ACCOUNTING

GFS Experience™ offers you the ability to place orders and pay invoices online through our secured application. When you elect to pay online, you will also be given access to view and print your prior transactions. You can obtain more information about these services from your GFS representative or by checking the appropriate box below. These services are currently not available to GFS Marketplace customers.

- ☐ **ORDERING:** I would like more information about placing orders online using GFS Experience.
- ☐ **ORDERING AND ACCOUNTING:** I would like more information about ordering and paying online using GFS Experience with My Account.

CONTINUING SERVICE CARD

All of our customers may purchase product from any of our Gordon Food Service Marketplace Stores by providing your account information. However, you will be responsible for all purchases made on your account regardless of whether the purchases were made by an authorized individual. You may elect to have your account secured, for identification purposes, and we will provide you with continuing service cards. If you select the security/identification option, you may only use your account at our Marketplace Stores if you present your continuing service card to our sales associate at the point of sale.

User Preference: ☐ I would like my account set up with the **SECURITY/I.D. OPTION** and understand that I am responsible to issue cards to my designated purchasers. I understand that I am responsible for all purchases made using my card.

Invoice Options: In addition to a register receipt with all pertinent invoice information, I want (Please select only one):

- ☒ An e-mailed invoice to: Kristine@barflyventures.com ☐ A faxed invoice to: _____
- ☐ Only my register receipt as an invoice showing purchase information.

Send Cards to: ☐ Delivery Address ☐ Bill to Address ☐ Other: _____

CUSTOMER CLASSIFICATION

(Please choose only one below):

Eating and Drinking Places

- ☐ Family Restaurant ☐ White Tablecloth
☐ Fast Service ☒ Tavern/Bar
☐ Ice Cream Shop ☐ Delicatessen

- ☐ Truck Stop
☐ Pizzeria
☐ Cafeteria

Amusement and Recreation

- ☐ Golf Club (Public) ☐ Ski Resort ☐ Bowling Alley
☐ Golf Club (Private) ☐ Stadium ☐ Theme Park
☐ Health/Athletic Club ☐ Fair/Festival ☐ Theater

Hotels and Others

- ☐ Hotels
☐ Motels
☐ Resort
☐ Inn
☐ Passenger Ship

Food Stores

- ☐ Convenience Store
☐ In-Store Deli
☐ In-Store Restaurant
☐ Snack Bar
☐ General Retail

- ☐ Bakery
☐ GFS Store

Business Services

- ☐ Catering ☐ Int'l Resort Hotel
☐ Vending ☐ Int'l Redistribution
☐ Redistribution ☐ Co-op
☐ Small Business ☐ Office
☐ In-plant

Hospitals

- ☐ Acute

Long-Term Care

- ☐ CCRC
☐ Skilled Nursing
☐ Assisted Living

Other Non-Commercial

- ☐ Government Program ☐ Church ☐ Fund Raiser
☐ Community Feeding ☐ Public Facility
☐ Service Club ☐ Jails/Prison
☐ Transportation ☐ Military Feeding

Schools

- ☐ Day Care
☐ Elementary
☐ High School

Senior Meal Programs**Sporting/Recreation/Camps****Colleges**

- ☐ 2-Year Private ☐ 4-Year Private
☐ 4-Year Community ☐ Fraternity/Sorority
☐ 4-Year State

AFFILIATION (choose one):

- ☐ Franchise ☐ National Chain ☐ Parochial ☐ Private/Independent
☐ Public/Community ☐ Public/Federal ☐ Public/State

MENU THEME

- ☒ American ☐ Chicken ☐ German ☐ Ice Cream ☐ Mediterranean ☐ Pork ☐ Servibar
☐ Asian ☐ Deli ☐ Greek ☐ Italian ☐ Mexican ☐ Poultry ☐ Steak
☐ Bakery ☐ Eggs ☐ Hamburger ☐ Kosher ☐ Non-Food ☐ Ribs ☐ Vegetarian
☐ Beef ☐ French ☐ Health ☐ Latin ☐ Pizza ☐ Seafood

MANAGEMENT (choose one):

- ☐ Owner/Operator ☒ Independent ☐ Contracted Food Services

*Serving our customers
for more than 100 years.*



*What matters to you,
matters to us.*



CUSTOMER ACCOUNT APPLICATION

Please check the appropriate division and return the completed application to the designated location.



- ☐ Gordon Food Service® (Non-Commercial and Chains); PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
 - ☐ Non-Commercial
 - ☐ Chains National
 - ☐ Chains Greenville, SC
 - ☐ Chains Ocala, FL
- ☐ Great Lakes East Division (Commercial), 8040 Kensington Court, Brighton, MI, 48116, phone: (248) 446-8348, fax: (248) 486-4222
- ☐ Great Lakes West Division (Commercial), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Ohio Valley Division (Commercial), 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Central States Division (Commercial), 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Florida Division (Commercial), 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2844, fax: (305) 459-8746
- ☐ GFS Marketplace®, PO Box 1562, Grand Rapids, MI, 49501, phone: (800) 968-6109, fax: (616) 717-9610



Marketplace

Section to be completed by Customer Development Specialist or GFS Marketplace Store Manager

Sales No.: _____ Store No.: _____

Does the customer have other accounts with Gordon Food Service? If so, please provide account numbers: _____

Change of owner? If so, please provide the current customer number: _____

FORM NO.: _____ REV 10/09

Please provide your delivery and billing information.

LOCATION NAME:

HopCat - Broad Ripple

E-MAIL:

Tax ID = [REDACTED] 7970

DELIVERY ADDRESS

ADDRESS:

6250 N. College Ave

CITY:

Indianapolis, IN 46220

STATE:

IN

ZIP:

46220

COUNTRY:

USA

PHONE:

FAX:

BILLING ADDRESS

☐ Check if the same as delivery address.

ADDRESS:

1 Ionia Ave SW, Ste 200

CITY:

Grand Rapids

STATE:

MI

ZIP:

49503

COUNTRY:

USA

PHONE:

616.965.9780

FAX:

616.965.9796

Please provide all of the information below for the legal owner of your business ("Customer").

ENTITY TYPE:

☐ Corporation☒ LLC☐ LP/LP☐ Proprietorship☐ Partnership☐ Other:

ENTITY NAME:

HopCat - Indianapolis

STATE FILED:

MI

ADDRESS:

1 Ionia Ave SW Ste 200

PHONE:

616.965.9780

FAX:

616.965.9796

CITY:

Grand Rapids

STATE:

MI

ZIP:

49503

COUNTRY:

USA

OWNER/OFFICER/MEMBER INFORMATION

NAME:

Barfly Ventures, LLC

TITLE:

NAME:

TITLE:

ADDRESS:

1 Ionia Ave SW Ste 200

ADDRESS:

CITY:

Grand Rapids

CITY:

STATE:

MI

ZIP:

49503

PHONE:

616.965.9780

STATE:

ZIP:

PHONE:

SSN:

Social Security Number

DL:

Driver's License Number & State

SSN:

Social Security Number

DL:

Driver's License Number & State

SIGNED:

[Signature]

DATE:

6/27/14

SIGNED:

DATE:

The signor(s) above each consent to the release of his/her personal credit information as set forth in paragraph five of the General Provisions and Security Agreement.

Please provide the financial and purchasing information requested below.

Please attach your most recent financial statements.

What payment terms are you requesting?

☐ C.O.D.☐ Weekly☐ Other:

What are your estimated weekly purchases from Gordon Food Service?

\$

What is your tax exempt status? Please include your exemption certificate.

☐ Resale☐ All Sales☐ Not Exempt

Do you require a purchase order?

☐ Yes☐ No

If you would like a statement, please specify the following:

Frequency:

☐ Weekly☐ Bi-Weekly☐ Monthly

Method:

☐ E-Mail:☐ Fax:

Please provide your banking information below.

BANK:

ACCOUNT NO.:

PHONE:

Please provide your supplier and trade references below.

NAME:

ACCOUNT NO.:

PHONE:

NAME:

ACCOUNT NO.:

PHONE:

NAME:

ACCOUNT NO.:

PHONE:

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. Customer agrees to pay for all goods and services ordered or procured from Gordon Food Service, Inc., or its subsidiaries or affiliates including, but not limited to, GFS Central States, LLC, GFS Florida, LLC, GFS Chain Alliance, LLC or Perkins Paper, LLC ("GFS") on the terms set forth in this Customer Account Application (this "Application"). Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to GFS or its assign, as an element of damages, all expenses of collection including actual attorneys' fees. GFS retains all rights of set off against any amounts or credits owed to Customer.

2. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of credit terms, extensions of credit, and any extensions or forbearance by GFS. This Application does not create any obligation on the part of GFS to provide goods to Customer on credit or otherwise, and GFS may cease providing goods and services to the Customer at any time. Prices of products or other goods or services provided by GFS are not guaranteed until established on an invoice at the time of delivery. GFS must be notified in writing within 30 days of the invoice date of any claim related to the amounts charged on an invoice or any dispute of the sell price of products and, unless GFS is so notified, such claims are waived.

3. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Unless claimed at the time of delivery (prior to GFS' delivery driver leaving Customer's location) any claim for damaged, undelivered or non-conforming goods is waived. In the event of a key drop delivery by GFS, such claims must be made by 3:00 p.m. (local time) the following day. If any goods provided are defective, Customer's sole and exclusive remedy shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages.

4. GFS may assign and/or sell any accounts receivable or indebtedness owed by Customer and, in the event of such assignment and/or sale (or any subsequent assignment or sale) any claims, defenses, and counterclaims of every kind and description that Customer has against GFS is waived as to any transferee, assignee or pledgee. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.

5. The Customer, Customer's principals and any Guarantors that sign this Application (the "Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.

6. If any check, draft, EFT, ACH or any other order of payment (each, a "Transaction") payable to GFS is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.

7. If Customer is a franchisee or member of a group purchasing organization (each, an "Organization") and Customer is purchasing from GFS under a written agreement between GFS and the Organization, then Customer agrees to abide by and accepts all terms of such agreement.

8. Customer acknowledges that purchases made at GFS Marketplace stores or delivered directly may be electronic transactions. In the event of an electronic transaction, Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Application.

9. This Application shall be binding upon and inure to the benefit of GFS and Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. In the event that any provision of this Application is held to be invalid, the other provisions shall remain fully enforceable.

10. Customer and Guarantors irrevocably agree that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Application shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in any court of competent jurisdiction that GFS selects in the state where Customer is located or conducting business. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.

11. If GFS grants credit terms to Customer pursuant to this Application, then Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors (the "Collateral") to secure payment of all goods purchased on credit from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

SIGNED:

TITLE:

Corporate Controller

PRINTED NAME:

Lisa Miller

DATE:

6/27/14

PERSONAL GUARANTY

The undersigned (each, a "Guarantor") unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") by Customer whether or not contemplated at the time of execution of this Personal Guaranty (this "Guaranty"). All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require Creditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorneys' fees and all other costs incurred in the collection of any indebtedness owed by Customer. Until such time Creditor receives indefeasible payment in full of all indebtedness owed by Customer to Creditor, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have now or in the future against Customer to recover any monies that are recovered from Guarantors under this Guaranty. Guarantor agrees to be bound by paragraphs five, ten and eleven of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE GUARANTOR.

SIGNED:

DATE:

SIGNED:

DATE:

PRINTED NAME:

PRINTED NAME:

Witnessed by:

whose full name and address is:

Please print full name and address of witness.

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INSTRUCTIONS: Please print or type. Fill in all spaces and complete by signing where indicated. The party signing must either be an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. All pages must be fully completed and signed on page four in order to complete the account approval process.

Trade Name (Location Name) HOPCAT DETROIT		Telephone No. () ()	Fax No. () ()	E-mail Address KRISTINE@b2flyventures.com
Delivery Address 4265 WOODWARD AVE		City/State DETROIT, MI	Zip Code 48201	Country USA
Billing Address (If different from delivery address)		City/State	Zip Code	Telephone No.

Corporate/Legal Name ("Customer") PLEASE PROVIDE LEGAL ENTITY NAME, ADDRESS AND INFORMATION BELOW:

- ☐ Corporation: _____, INC Address: _____
- ☒ Limited Liability Co.: **HOPCAT DETROIT LLC**, LLC City/State/Zip: _____
- ☐ Limited Partnership: _____, LP Telephone No.: () ()
- ☐ Proprietorship: _____ Fax No.: () ()
- ☐ General Partnership: _____ E-Mail Address: _____
- ☐ Other: _____ Date Current Owner Took Over: _____

Complete the following for all partners, members, or individual owner(s)/principal(s):

Name	Title	Name	Title
Home Address	City/State	Home Address	City/State
Zip Code	Phone No.	Zip Code	Phone No.
Social Security No.	Driver's License No. & State	Social Security No.	Driver's License No. & State
Signature	Date	Signature	Date

(Please list any additional partners, members or principals on a separate sheet)

Will you provide current financials? ☐ Yes ☐ No (If yes, please attach most recent financial statements)

Terms Requested: ☐ C.O.D. ☐ Weekly ☒ Other: **BPT 28 DAYS**

Average Weekly Purchases: \$ **20,000**

Payment Method: ☐ Cash ☐ Check ☒ GFS Easy Pay (Must complete electronic funds transfer agreement)

Trade References: 1) _____ () _____ ()
Business Name Phone No. Business Name Phone No.

3) _____ () _____ ()
Business Name Phone No. Business Name Phone No.

Banking Info.: _____ ()
Name of Bank Account No. City/State Phone No.

Tax Exempt Status: ☐ Resale Only ☐ All Sales Tax Exempt No.: _____

(A copy of your Tax Certificate and/or Letter is required)

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. All prices quoted or billed are cash prices and do not include credit terms. Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to Gordon Food Service, Inc., GFS Central States, LLC and GFS Florida, LLC ("GFS") or its affiliates or assigns, as an element of damages, all expenses for collection including actual attorney fees. GFS retains all rights of set off against any amounts or credits owed to Customer.
2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. If Customer provides GFS with key access for early or after hours delivery ("Key Drop"), Customer hereby waives any and all claims, actions or suits against GFS arising out of or in any way connected to the Key Drop delivery. Unless disputed in writing within 30 days from invoice date, any claim that goods were not delivered is waived by Customer.
3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
4. The Customer, Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
5. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
6. If any check, draft, EFT, ACH or any other order of payment ("Transaction") payable to GFS is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.
7. The Customer acknowledges that purchases made at GFS Marketplace stores or delivered directly may be electronic transactions. In the event of an electronic transaction, Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Agreement. If Customer selects GFS Experience[™], the use of Customer's user identification name and password hereby constitutes an electronic signature in accordance with the Electronic Signatures in the Global and National Commerce Act of 2000, authorizing access to such information. Customer accepts full responsibility for any transaction initiated through Customer's user identification name under the GFS Experience application.
8. This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of terms, extensions of credit, and any extensions or forbearance by GFS. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
9. Customer irrevocably agrees that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in the following counties: FL – Orange or Miami-Dade; IL – Cook; KY – Jefferson; OH – Lucas or Cuyahoga; MO – St. Louis; PA – Allegheny or Philadelphia; TN – Knox or Davidson; WI – Milwaukee. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.
10. If GFS grants credit terms to Customer pursuant to this agreement, then Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors ("Collateral") to secure payment of all goods purchased on credit, without limitation, from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

Applicant's Signature: _____

Title: _____

Date: _____

Name Printed: _____

PERSONAL GUARANTY

The undersigned unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") whether or not contemplated at the time of execution of this Guaranty. All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require Creditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorney fees and all other costs incurred in the collection of any indebtedness owed by Customer. Until such time Creditor receives payment in full of all indebtedness owed by Customer to Creditor, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have now or in the future against Customer to recover any monies that are recovered from Guarantors under the guaranty. Guarantor in addition agrees to be bound by paragraphs four, nine and ten of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.

Signed: _____

Printed Name: _____

Date: _____

Witness: _____

Witness: _____

Serving your success, at your door or at our store.



- Serving and caring for foodservice customers for over 115 years.
- A family company committed to building partnerships.
- Quality foodservice products and the choices you need to succeed.
- Services that help you achieve your goals and make dreams a reality.

Gordon
FOOD SERVICE

Gordon
FOOD SERVICE STORE

Customer Account Application

Please return your completed application to the servicing Gordon Food Service* company checked below.

- ☐ Non-Commercial and National Chains*, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Gordon Food Service Store***, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 905-4074, fax: (616) 717-9610

Gordon Food Service, Inc.

- ☐ Allegheny Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Carolinas Division, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Great Lakes Division (Brighton), 8040 Kensington Court, Brighton, MI, 48116, phone: (616) 717-6359, fax: (616) 486-4222
- ☐ Great Lakes Division (Clay Ave), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Great Lakes West Division, PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Mid-Atlantic Division, 100 Commerce Drive, Newark, DE, 19713, phone: (410) 273-3524, fax: (616) 717-9881
- ☐ Ohio Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215

GFS Central States, LLC

- ☐ Central States Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Southeast Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091

GFS Florida, LLC

- ☐ Florida Division, 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2906, fax: (305) 459-8746

Glazier Foods Company

- ☐ Glazier Division, 11303 Antoine Dr., Houston, TX, 77066, phone: (800) 989-6411, fax: (616) 717-9020

Perkins Paper, LLC

- ☐ Perkins Division, 630 John Hancock Rd., Taunton, MA, 02780, phone: (774) 226-1500, fax: (774) 226-1782

* Non-Commercial and National Chain customers may be serviced by one or more of the foregoing companies. National Chain customers may also be serviced by GFS Chain Alliance, LLC.

** Florida stores are operated by GFS Stores, LLC, and all others are operated by GFS Marketplace, LLC.

Section to be completed by Customer Development Specialist or Gordon Food Service Store Manager

Sales No.: _____ Store No.: _____

Does the customer have other accounts with Gordon Food Service? If so, please provide account numbers: _____

Change of owner? If so, please provide the current customer number: _____

Please provide your delivery and billing information.

LOCATION NAME: <u>B Hopcat East Beltline</u>		OWNERSHIP: _____	
<small>This is the common name or DBA of your business.</small>		<small>Length of time owned.</small>	
A/P CONTACT: <u>Denise Williams</u>		EMAIL: <u>2parbarflyventures.com</u>	
DELIVERY ADDRESS		BILLING ADDRESS <input type="checkbox"/> Check if the same as delivery address.	
ADDRESS: <u>2183 E Beltline Avenue</u>		ADDRESS: <u>35 Oaks SW #400</u>	
CITY: <u>Grand Rapids</u>		CITY: <u>Grand Rapids</u>	
STATE: <u>MI</u> ZIP: <u>49525</u> COUNTRY: _____		STATE: <u>MI</u> ZIP: <u>49503</u> COUNTRY: _____	
PHONE: _____ FAX: _____		PHONE: _____ FAX: _____	

Please provide all of the information below for the legal owner of your business ("Customer").

ENTITY TYPE: <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> LP/LLP <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other: _____			
ENTITY NAME: <u>BarFly Ventures</u>		STATE FILED: _____	
ADDRESS: <u>35 Oaks SW #400</u>		PHONE: _____ FAX: _____	
CITY: <u>Grand Rapids</u>		STATE: <u>MI</u> ZIP: <u>49503</u> COUNTRY: <u>US</u>	
<u>OWNER/OFFICER/MEMBER INFORMATION</u>			
NAME: _____ TITLE: _____		NAME: _____ TITLE: _____	
ADDRESS: _____		ADDRESS: _____	
CITY: _____		CITY: _____	
STATE: _____ ZIP: _____ PHONE: _____		STATE: _____ ZIP: _____ PHONE: _____	
SSN: _____ DL: _____ <small>Social Security Number Driver's License Number & State</small>		SSN: _____ DL: _____ <small>Social Security Number Driver's License Number & State</small>	
SIGNED: _____ DATE: _____		SIGNED: _____ DATE: _____	
<small>The signor(s) above each consent to the release of his/her personal credit information as set forth in paragraph six of the General Provisions and Security Agreement.</small>			

Please provide the financial and purchasing information requested below.

What payment terms are you requesting? <input type="checkbox"/> C.O.D. <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Other: _____	
What are your estimated weekly purchases from Gordon Food Service? \$ <u>15,000</u>	
What is your tax-exempt status? <input type="checkbox"/> Resale Certificate* <input type="checkbox"/> Fully Exempt Entity** <input type="checkbox"/> None <input type="checkbox"/> Direct Pay Permit*** <input type="checkbox"/> Federal Government	
<small>*Include a copy of resale certificate **Include evidence of tax exempt status ***Include a copy of direct pay permit</small>	
Please provide your Federal Tax Identification Number (a/k/a EIN): <u>6994</u>	
Do you require a purchase order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If you would like a statement, please specify the following: Frequency: <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly	
Method: <input type="checkbox"/> Email: _____ <input type="checkbox"/> Fax: _____	
Please provide your banking information below.	
BANK: <u>Mercantile Bank</u>	ACCOUNT NO.: <u>0488</u> PHONE: _____
Please provide your supplier and trade references below.	
NAME: _____	ACCOUNT NO.: _____ PHONE: _____
NAME: _____	ACCOUNT NO.: _____ PHONE: _____
NAME: _____	ACCOUNT NO.: _____ PHONE: _____

Please let us know your interest in our ordering and payment services.

Gordon Experience™ offers you the ability to place orders, pay invoices and access other account services through our secure online application. Gordon Food Service Easy Pay is a convenient payment method that takes away the worry and hassle of processing checks by providing automatic processing of your payments through electronic funds transfer. Please let us know what services you would like more information about.

GORDON EXPERIENCE: ☐ Yes, please send me more information about Gordon Food Service Experience.

GORDON FOOD SERVICE EASY PAY: ☐ Yes, please send me more information about Gordon Food Service Easy Pay.

Select your preferences for purchases made at a Gordon Food Service Store.

Gordon Food Service is proud to offer you the option to use your account to purchase from your local Gordon Food Service Store. Your account will be automatically enrolled in our standard service and you may make purchases by providing your account information. You will be responsible for all purchases made with your account information, regardless of whether the purchases were made by an authorized individual. You also may elect to have identification cards issued, and we will provide you with continuing service cards.

CARD OPTION: ☐ Yes, please issue me continuing service cards. I understand that I am responsible to issue the cards to my designated purchasers, and that I am responsible for all purchases made using the card. Please deliver my cards to:

☐ Delivery Address ☐ Billing Address ☐ Other: _____

INVOICE OPTION: You will automatically receive a receipt with all pertinent invoice information at the time of purchase. You may also select one other option:

☒ An invoice emailed to: apadbarflyventures.com

☐ An invoice faxed to: _____

Please help us to better serve you by providing some information about your business.

Customer Classification (Please choose only one)Eating and Drinking

- ☐ Family Restaurant
☐ Fast Service
☐ Ice Cream Shop
☐ White Tablecloth
☒ Tavern/Bar
☐ Delicatessen
☐ Truck Stop
☐ Pizzeria
☐ Cafeteria

Amusement and Rec.

- ☐ Public Golf Club
☐ Private Golf Club
☐ Health Club
☐ Ski Resort
☐ Stadium
☐ Fair/Festival
☐ Bowling Center
☐ Theme Park
☐ Theater

Business Services

- ☐ Catering
☐ Vending
☐ Redistribution
☐ Small Business
☐ In-Plant
☐ Int'l Resort
☐ Int'l Redistribution
☐ Co-operative
☐ Office

Non-Commercial

- ☐ Gov. Program
☐ Comm. Feeding
☐ Service Club
☐ Transportation
☐ Church
☐ Public Facility
☐ Jail/Prison
☐ Military
☐ Fundraiser

Food Stores

- ☐ Convenience Store
☐ In-Store Deli
☐ In-Store Restaurant
☐ Snack Bar
☐ General Retail
☐ Bakery
☐ Gordon Food Service Store
☐ Doughnut/Coffee Shop
☐ Supermarkets

Hospitality

- ☐ Hotel
☐ Motel
☐ Resort
☐ Inn
☐ Passenger Ship

Colleges

- ☐ 2-Year Private
☐ 4-Year Community
☐ 4-Year State
☐ 4-Year Private
☐ Fraternity/Sorority

Long-Term Care

- ☐ CCRC
☐ Skilled Nursing
☐ Assisted Living

Schools

- ☐ Day Care
☐ Elementary
☐ High School

Other

- ☐ Hospital - Acute
☐ Camp
☐ Senior Meals

Affiliation (Please choose only one)

- ☐ Franchise
☐ Public/Federal

- ☐ National Chain
☐ Parochial

- ☐ Public/Community

- ☐ Private/Independent

- ☐ Public/State

Menu Theme

- ☐ American
☐ Asian
☐ Bakery
☐ Beef
☐ Chicken
☐ Deli

- ☐ Eggs
☐ French
☐ German
☐ Greek
☐ Hamburger
☐ Health

- ☐ Ice Cream
☐ Italian
☐ Kosher
☐ Latin
☐ Mediterranean
☐ Mexican

- ☐ Non-Food
☐ Pizza
☐ Pork
☐ Ribs
☐ Seafood
☐ Servibar

- ☐ Steak
☐ Vegetarian

Management (Please choose only one)

- ☐ Owner/Operator

- ☐ Independent

- ☐ Contracted Food Services

NOTICE REQUIRED BY FEDERAL LAW. This notice is for non-trade applicants. If this Application is not approved in full or if any other adverse action is taken with respect to applicant's credit with Gordon Food Service, applicant has the right to request within sixty (60) days of Gordon Food Service's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. The Customer agrees to pay for all goods and services ordered or procured from Gordon Food Service, Inc. or one or more of its current or future subsidiaries or affiliates ("GFS") on the terms set forth in this Customer Account Application (this "Application"). Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due Invoices. In the event of default, the Customer agrees to pay to GFS or its assign, as an element of damages, all expenses of collection including actual attorneys' fees. GFS retains all rights of set off against any amounts or credits owed to the Customer.
2. The Customer agrees to be bound by the general provisions of this Application and those contained on GFS' Invoices. These terms and conditions shall be the exclusive terms with respect to the sale and purchase of goods and any terms contained in or referenced by the Customer's purchase orders or any other documents of the Customer are rejected and non-binding on GFS.
3. All credit terms extended to the Customer are subject to change and can be amended at the sole discretion of GFS, at any time. The Customer consents to all changes of credit terms, extensions of credit, and any extensions or forbearance by GFS. This Application does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS may cease providing goods and services to the Customer at any time. Prices of products or other goods or services provided by GFS are not guaranteed until established on an invoice at the time of delivery. GFS must be notified in writing within 30 days of the invoice date of any claim related to the amounts charged on an invoice or any dispute of the sell price of products and, unless GFS is so notified, such claims are waived.
4. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Unless claimed at the time of delivery (prior to GFS' delivery driver leaving the Customer's location) any claim for damaged, undelivered or non-conforming goods is waived. In the event of a key drop delivery by GFS, such claims must be made by 3:00 p.m. (local time) the following day. If any goods provided are defective, the Customer's sole and exclusive remedy shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes. In no event shall GFS be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or related to the goods and services provided by GFS.
5. GFS may assign and/or sell any accounts receivable or indebtedness owed by the Customer and, in the event of such assignment and/or sale (or any subsequent assignment or sale) any claims, defenses, and counterclaims of every kind and description that the Customer has against GFS is waived as to any transferee, assignee or pledgee. Further, the Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
6. The Customer, the Customer's principals and any Guarantors that sign this Application (the "Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
7. If any check, draft, EFT, ACH or any other order of payment (each, a "Transaction") is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID OR DISHONORED TRANSACTIONS.
8. If the Customer is a franchisee or member of a group purchasing organization (each, an "Organization") and the Customer is purchasing from GFS under a written agreement between GFS and the Organization, then the Customer agrees to abide by and accepts all terms of such agreement as modified, amended or superseded from time to time.
9. All inventory of proprietary goods or goods special ordered (or manufactured) for the Customer or goods not normally stocked, but brought into inventory to service the Customer, must be immediately purchased if the Customer ceases to use such goods or discontinues doing business with GFS.
10. The Customer acknowledges that purchases made at Gordon Food Service Stores or delivered directly may be electronic transactions. In the event of an electronic transaction, the Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an Itemized Invoice or other document evidencing the transaction. The Customer agrees that the Itemized Invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Application.
11. In the event any provision of this Application is held to be invalid, unenforceable or illegal, the other provisions shall remain fully enforceable. The provisions of this Application may only be amended by a written instrument signed by both GFS and the Customer.
12. The Customer and any Guarantors agree that all actions or proceedings arising out of, from, or related to this Application shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. If GFS selects a different forum, then the Customer agrees that venue is proper in any court of competent jurisdiction that GFS selects in the state where the Customer is located or conducting business. To the extent permitted by applicable law, the Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against the Customer and WAIVE TRIAL BY JURY.
13. If GFS grants credit terms to the Customer pursuant to this Application, then the Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors (the "Collateral") to secure payment of all goods purchased on credit from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation of other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

SIGNED:  TITLE: CFO
 PRINTED NAME: Lisa Miller DATE: 7/23/2016

PERSONAL GUARANTY

The undersigned (each, a "Guarantor") unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") by the Customer whether or not contemplated at the time of execution of this Personal Guaranty (this "Guaranty"). All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of the Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor further waives (a) the requirement that his/her/their name appear on any Invoices; (b) the right to require Creditor to first proceed against the Customer or any other party; (c) the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold; and (d) notice of acceptance of this guaranty. Guarantor agrees to be personally liable for the debts of the Customer and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorneys' fees and all other costs incurred in the collection of any indebtedness owed by the Customer. Until such time Creditor receives payment of all indebtedness owed by the Customer, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have against the Customer to recover any monies that are paid by Guarantor. Guarantor agrees to be bound by paragraphs 2, 5, 6, 9, 12 and 13 of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE GUARANTOR.

SIGNED: _____ DATE: _____ SIGNED: _____ DATE: _____

PRINTED NAME: _____ PRINTED NAME: _____

Witnessed by: _____ whose full name and address is: _____

INSTRUCTIONS: Please print or type. Fill in all spaces and complete by signing where indicated. The party signing must either be an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. **All pages must be fully completed and signed on page four in order to complete the account approval process.**

Trade Name (Location Name)		Telephone No.	Fax No.	E-mail Address
East Lansing Hoptat 300 Grove St East Lansing MI			48823	
Delivery Address		City/State	Zip Code	Country
1 Ionia Ave Ste 200 Grand Rapids MI			49503	()
Billing Address (If different from delivery address)		City/State	Zip Code	Telephone No.

Corporate/Legal Name ("Customer") PLEASE PROVIDE LEGAL ENTITY NAME, ADDRESS AND INFORMATION BELOW:

☐ Corporation: _____, INC Address: 1 Ionia Ave Ste 200

☒ Limited Liability Co.: EL Brewpub _____, LLC City/State/Zip: Grand Rapids MI 49503

☐ Limited Partnership: _____, LP Telephone No.: ()

☐ Proprietorship: _____ Fax No.: ()

☐ General Partnership: _____ E-Mail Address: _____

☐ Other: _____ Date Current Owner Took Over: _____

Complete the following for all partners, members, or individual owner(s)/principal(s):

Name	Title	Name	Title
Garry Boyd	COO		
Home Address	City/State	Home Address	City/State
	()		()
Zip Code	Phone No.	Zip Code	Phone No.
Social Security No.	Driver's License No. & State	Social Security No.	Driver's License No. & State
Signature	Date	Signature	Date

(Please list any additional partners, members or principals on a separate sheet)

Will you provide current financials? ☐ Yes ☐ No (If yes, please attach most recent financial statements)

Terms Requested: ☐ C.O.D. ☐ Weekly ☐ Other: _____

Average Weekly Purchases: \$ _____

Payment Method: ☐ Cash ☐ Check ☒ GFS Easy Pay (Must complete electronic funds transfer agreement)

Trade References:

1) Business Name	() Phone No.	2) Business Name	() Phone No.
3) Business Name	() Phone No.	4) Business Name	() Phone No.

Banking Info: Mercantile Bank [REDACTED] 8171 Grand Rapids, MI (616) 242-7760

Name of Bank Account No. City/State Phone No.

Tax Exempt Status: ☐ Resale Only ☐ All Sales

Tax Exempt No.: _____

(A copy of your Tax Certificate and/or Letter is required)

ONLINE ORDERING AND ACCOUNTING

GFS Experience™ offers you the ability to place orders and pay invoices online through our secured application. When you elect to pay online, you will also be given access to view and print your prior transactions. You can obtain more information about these services from your GFS representative or by checking the appropriate box below. These services are currently not available to GFS Marketplace customers.

- ☐ **ORDERING:** I would like more information about placing orders online using GFS Experience.
- ☐ **ORDERING AND ACCOUNTING:** I would like more information about ordering and paying online using GFS Experience with My Account.

CONTINUING SERVICE CARD

All of our customers may purchase product from any of our Gordon Food Service Marketplace Stores by providing your account information. However, you will be responsible for all purchases made on your account regardless of whether the purchases were made by an authorized individual. You may elect to have your account secured, for identification purposes, and we will provide you with continuing service cards. If you select the security/identification option, you may only use your account at our Marketplace Stores if you present your continuing service card to our sales associate at the point of sale.

User Preference: ☐ I would like my account set up with the **SECURITY/I.D. OPTION** and understand that I am responsible to issue cards to my designated purchasers. I understand that I am responsible for all purchases made using my card.

Invoice Options: In addition to a register receipt with all pertinent invoice information, I want **(Please select only one):**

- ☐ An e-mailed invoice to: _____ ☐ A faxed invoice to: _____
- ☐ Only my register receipt as an invoice showing purchase information.

Send Cards to: ☐ Delivery Address ☐ Bill to Address ☐ Other: _____

CUSTOMER CLASSIFICATION

(Please choose only one below):

Eating and Drinking Places

- ☐ Family Restaurant ☐ White Tablecloth ☐ Truck Stop
- ☐ Fast Service ☒ Tavern/Bar ☐ Pizzeria
- ☐ Ice Cream Shop ☐ Delicatessen ☐ Cafeteria

Amusement and Recreation

- ☐ Golf Club (Public) ☐ Ski Resort ☐ Bowling Alley
- ☐ Golf Club (Private) ☐ Stadium ☐ Theme Park
- ☐ Health/Athletic Club ☐ Fair/Festival ☐ Theater

Hotels and Others

- ☐ Hotels
- ☐ Motels
- ☐ Resort
- ☐ Inn
- ☐ Passenger Ship

Food Stores

- ☐ Convenience Store ☐ Bakery
- ☐ In-Store Deli ☐ GFS Store
- ☐ In-Store Restaurant
- ☐ Snack Bar
- ☐ General Retail

Business Services

- ☐ Catering ☐ Int'l Resort Hotel
- ☐ Vending ☐ Int'l Redistribution
- ☐ Redistribution ☐ Co-op
- ☐ Small Business ☐ Office
- ☐ In-plant

Hospitals

- ☐ Acute

Long-Term Care

- ☐ CCRC
- ☐ Skilled Nursing
- ☐ Assisted Living

Other Non-Commercial

- ☐ Government Program ☐ Church ☐ Fund Raiser
- ☐ Community Feeding ☐ Public Facility
- ☐ Service Club ☐ Jails/Prison
- ☐ Transportation ☐ Military Feeding

Schools

- ☐ Day Care
- ☐ Elementary
- ☐ High School

Senior Meal Programs**Sporting/Recreation/Camps****Colleges**

- ☐ 2-Year Private ☐ 4-Year Private
- ☐ 4-Year Community ☐ Fraternity/Sorority
- ☐ 4-Year State

AFFILIATION (choose one):

- ☐ Franchise ☐ National Chain ☐ Parochial ☒ Private/Independent
- ☐ Public/Community ☐ Public/Federal ☐ Public/State

MENU THEME

- ☒ American ☐ Chicken ☐ German ☐ Ice Cream ☐ Mediterranean ☐ Pork ☐ Servibar
- ☐ Asian ☐ Deli ☐ Greek ☐ Italian ☐ Mexican ☐ Poultry ☐ Steak
- ☐ Bakery ☐ Eggs ☐ Hamburger ☐ Kosher ☐ Non-Food ☐ Ribs ☐ Vegetarian
- ☐ Beef ☐ French ☐ Health ☐ Latin ☐ Pizza ☐ Seafood

MANAGEMENT (choose one):

- ☒ Owner/Operator ☐ Independent ☐ Contracted Food Services

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. All prices quoted or billed are cash prices and do not include credit terms. Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to Gordon Food Service, Inc., GFS Central States, LLC and GFS Florida, LLC ("GFS") or its affiliates or assigns, as an element of damages, all expenses for collection including actual attorney fees. GFS retains all rights of set off against any amounts or credits owed to Customer.
2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. If Customer provides GFS with key access for early or after hours delivery ("Key Drop"), Customer hereby waives any and all claims, actions or suits against GFS arising out of or in any way connected to the Key Drop delivery. Unless disputed in writing within 30 days from invoice date, any claim that goods were not delivered is waived by Customer.
3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
4. The Customer, Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
5. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
6. If any check, draft, EFT, ACH or any other order of payment ("Transaction") payable to GFS is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.
7. The Customer acknowledges that purchases made at GFS Marketplace stores or delivered directly may be electronic transactions. In the event of an electronic transaction, Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Agreement. If Customer selects GFS Experience™, the use of Customer's user identification name and password hereby constitutes an electronic signature in accordance with the Electronic Signatures in the Global and National Commerce Act of 2000, authorizing access to such information. Customer accepts full responsibility for any transaction initiated through Customer's user identification name under the GFS Experience application.
8. This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of terms, extensions of credit, and any extensions or forbearance by GFS. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
9. Customer irrevocably agrees that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in the following counties: FL - Orange or Miami-Dade; IL - Cook; KY - Jefferson; OH - Lucas or Cuyahoga; MO - St. Louis; PA - Allegheny or Philadelphia; TN - Knox or Davidson; WI - Milwaukee. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.
10. If GFS grants credit terms to Customer pursuant to this agreement, then Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors ("Collateral") to secure payment of all goods purchased on credit, without limitation, from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

Applicant's Signature: _____

Title: DIRECTOR OFDate: 8/9/13Name Printed: GARRY BOYDOPERATIONS**PERSONAL GUARANTY**

The undersigned unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") whether or not contemplated at the time of execution of this Guaranty. All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require Creditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorney fees and all other costs incurred in the collection of any indebtedness owed by Customer. Until such time Creditor receives payment in full of all indebtedness owed by Customer to Creditor, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have now or in the future against Customer to recover any monies that are recovered from Guarantors under the guaranty. Guarantor in addition agrees to be bound by paragraphs four, nine and ten of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.

Signed: _____

Printed Name: _____

Date: _____

Witness: _____

Witness: _____

*Serving our customers
for more than 100 years.*



*What matters to you,
matters to us.*

CUSTOMER ACCOUNT APPLICATION

Please check the appropriate division and return the completed application to the designated location.



- ☐ Gordon Food Service® (Non-Commercial and Chains), PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Non-Commercial
 - ☐ Chains National
 - ☐ Chains Greenville, SC
 - ☐ Chains Ocala, FL
- ☐ Great Lakes East Division (Commercial), 8040 Kensington Court, Brighton, MI, 48116, phone: (248) 446-8348, fax (248) 486-4222
- ☒ Great Lakes West Division (Commercial), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Ohio Valley Division (Commercial), 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Central States Division (Commercial), 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Florida Division (Commercial), 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2844, fax: (305) 459-8746
- ☐ GFS Marketplace®, PO Box 1562, Grand Rapids, MI, 49501, phone: (800) 968-6109, fax: (616) 717-9610



Section to be completed by Customer Development Specialist or GFS Marketplace Store Manager

Sales No.: 119 Store No.: _____

Does the customer have other accounts with Gordon Food Service? If so, please provide account numbers: _____

Change of owner? If so, please provide the current customer number: _____

FORM NO.: _____ REV 10/09

INSTRUCTIONS: Please print or type. Fill in all spaces and complete by signing where indicated. The party signing must be an officer, partner, member or owner of your organization (customer). Your answers to all questions will enable us to expedite your application. *All pages must be fully completed and signed on page four in order to complete the account approval process.*

Hop CAT		(616) 451-4677		www.hopcatgr.com	
Trade Name (Location Name)		Telephone No.		Fax No.	
25 IONIA SW		GRAND RAPIDS MI 49503		KENT	
Delivery Address		City/State		Zip Code	
Billing Address (If different from delivery address)		City/State		Zip Code	
Original date opened for business: Month _____ Year _____		Date current owner(s) took over: Month _____ Year _____		Telephone No.	

Corporate/Legal Name (Please select the corporate/legal entity and supply the complete name and requested contact information):

☐ Corporation: _____, INC Address: 25 Ionia St

☒ Limited Liability Co.: 9 VOLT, LLC, LLC City/State/Zip: Grand Rapids, MI 49503

☐ Limited Partnership: _____, LP Telephone No.: (616) 451-4677

☐ Proprietorship: _____ Fax No.: (616) 451-4632

☐ General Partnership: _____ E-Mail Address: Garry@Hopcatgr.com

Complete the following for all partners, members, or individual owner(s)/principal(s):

Mark Sellers President/owner			
Name	Title	Name	Title
631 Kent Hills Rd NE Grand Rapids MI			
Home Address	City/State	Home Address	City/State
49505	(616) 365-0403		
Zip Code	Phone No.	Zip Code	Phone No.
6274 MI	2554		
Social Security No.	Driver's License No. & State	Social Security No.	Driver's License No. & State
7th sell III	12/4/07		
Signature	Date	Signature	Date

(Please list any additional partners, members or principals on a separate sheet)

Will you provide current financials? ☐ Yes ☒ No (If yes, please attach most recent financial statements)

Terms Requested: ☐ C.O.D. ☒ Weekly: 15 Days Avg. Weekly Sales: \$3,600

Payment Method: ☐ Cash ☐ Check ☐ EDI ☐ EFT ☐ GFS My Account (What you expect to purchase)

Trade References:

1) _____	2) _____
Business Name	Business Name
Phone No.	Phone No.
3) _____	4) _____
Business Name	Business Name
Phone No.	Phone No.

Tax Exempt Status: ☐ Resale Only ☐ All Sales **Tax Exempt No.:** _____

(A copy of your Tax Certificate and/or Letter is required)

Business Real Estate: ☐ Mortgage ☐ Land Contract ☒ Landlord

Sam Cummings (616) 458-5235 Grand Rapids, MI

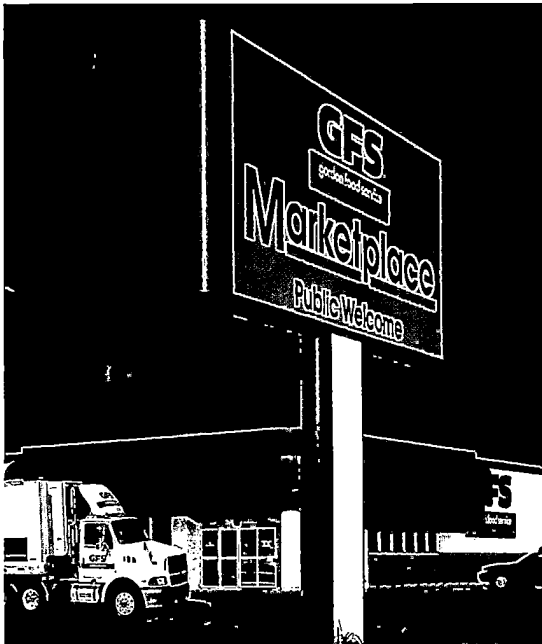
Name of Bank, Land Contract Holder or Landlord City/State Phone No.

Equipment is: ☐ Leased ☒ Free & Clear ☐ Financed

Liquor License: Number: _____ License Name: _____

Banking Information: 5/3RD Bank 992 Grand Rapids (616) 653-5440

Name of Bank Account No. City/State Phone No.



*What matters to you,
matters to us.*

CUSTOMER ACCOUNT APPLICATION

Please check the appropriate division and return the completed application to the designated location.



- ☐ Gordon Food Service® (Non-Commercial and Chains), PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
 - ☐ Non-Commercial
 - ☐ Chains National
 - ☐ Chains Greenville, SC
 - ☐ Chains Ocala, FL
- ☐ Great Lakes East Division (Commercial), 8040 Kensington Court, Brighton, MI, 48116, phone: (248) 446-8348, fax (248) 486-4222
- ☒ Great Lakes West Division (Commercial), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-4893
- ☐ Ohio Valley Division (Commercial), 4980 Gateway Blvd., Springfield, OH, 45502, phone: (800) 905-3088, fax: (937) 525-7215
- ☐ Central States Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (888) 968-7500, fax: (502) 215-1091
- ☐ Florida Division, 3301 NW 125th Street, Miami, FL, 33167, phone: (800) 274-4533, fax: (305) 459-8746
- ☐ GFS Marketplace®, PO Box 1562, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-4556



Section to be completed by Customer Development Specialist or GFS Marketplace Store Manager

Sales No.: 119 Store No.: _____

Does the customer have other accounts with Gordon Food Service? If so, please provide account numbers: _____

Change of owner? If so, please provide the current customer number: _____

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. **DELIVERIES WILL BE C.O.D. UNTIL CREDIT TERMS HAVE BEEN APPROVED.** All prices quoted or billed are cash prices, and do not include credit terms. The credit terms agreed to by Customer herein will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to Gordon Food Service ("GFS") or its assigns as an element of damages, all expenses for collection including actual attorney fees.
2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. Customer agrees that any action or suit against GFS arising out of the sale of goods or services must be brought within 180 days of time of delivery or the event giving rise to the claims, whichever is earlier, or be forever barred, and Customer waives any limitation periods to the contrary.
3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
4. The information provided in this Agreement is given for purposes of establishing an account with GFS. The Customer, Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. If credit is extended, Signators authorize GFS to obtain additional Reports from time to time. Signators authorize GFS to obtain and use Reports to the fullest extent permitted by Federal and State law.
5. **If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request.** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
6. If any check or draft payable to GFS is dishonored for any reason, GFS may represent the check for payment. For each dishonored check received, whether or not subsequently honored, Customer agrees to pay GFS \$25 or the maximum amount permitted by State law, whichever is higher. **THE SIGNOR INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY SHALL BE RESPONSIBLE FOR ALL UNPAID CHECKS or any checks dishonored or unpaid for any reason.**
7. The Customer acknowledges that purchases made at GFS Marketplace retail centers or purchases delivered directly to Customer may be electronic transactions. In the event of an electronic transaction, Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Agreement.
8. This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
9. Customer irrevocably agrees that, subject to GFS' sole discretion to the extent permitted by law, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in the following counties: FL - Orange or Miami-Dade; IL - Cook; KY - Jefferson; OH - Lucas; MO - St. Louis; TN - Knox; WI - Milwaukee. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.
10. If GFS grants credit terms to Customer pursuant to this agreement, then Customer grants to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Customer ("Collateral") to secure payment of all goods purchased on credit, without limitation, from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Customer grants GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Customer agrees that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

Applicant's Signature: Mark SellersTitle: Managing Ptnr. Date: 12-4-07Name Printed: Mark Sellers**PERSONAL GUARANTY**

The undersigned unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") whether or not contemplated at the time of execution of this Guaranty. All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require Creditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorney fees and all other costs incurred in the collection of any indebtedness owed by Customer. Until such time Creditor receives payment in full of all indebtedness owed by Customer to Creditor, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have now or in the future against Customer to recover any monies that are recovered from Guarantors under the guaranty. Guarantor consents to the use of non-business consumer credit reports on the Guarantor in order to further evaluate credit worthiness in connection with the extension of credit to Customer. Guarantor authorizes Creditor to obtain a consumer credit report on the Guarantor from time-to-time to use to the fullest extent permitted by Federal and State law. All actions or proceedings brought against any Guarantor shall be litigated in courts having their location in Kent County, Michigan, unless Creditor selects a different forum. Guarantor consents and submits to the personal jurisdiction of any such court. If Creditor selects a different forum, then Guarantor agrees that venue is proper in the following counties: FL - Orange or Miami-Dade; IL - Cook; KY - Jefferson; MO - St. Louis; OH - Lucas; TN - Knox; WI - Milwaukee. To the extent permitted by law, Guarantor waives the right to transfer or change venue of any litigation and waives the right to trial by jury. **USE OF A CORPORATE TITLE SHALL IN NO WAY LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.**

Signed: Mark SellersPrinted Name: Mark SellersDate: 12-4-07Witness: [Signature]Witness: Brian Boyd

CONTINUING SERVICE CARD

All of our customers may purchase product from any of our Gordon Food Service Marketplace Stores by providing your account information. However, you will be responsible for all purchases made on your account regardless of whether the purchases were made by an authorized individual. You may elect to have your account secured, for identification purposes, and we will provide you with continuing service cards. If you select the security/identification option, you may only use your account at our Marketplace Stores if you present your continuing service card to our sales associate at the point of sale.

User Preference: ☒ I would like my account set up with the **SECURITY/I.D. OPTION** and understand that I am responsible to issue cards to my designated purchasers. I understand that I am responsible for all purchases made using my card.

Invoice Options: In addition to a register receipt with all pertinent invoice information, I want **(Please select only one)**:

☒ An e-mailed invoice to: Michael. Mc Kown 11@Gncast.net ☐ A faxed invoice to: _____
☐ My invoice printed at the store and given to my purchaser. ☐ Only my register receipt as a invoice showing invoice information.

Send Cards to: ☐ Delivery Address ☐ Bill to Address ☐ Other: _____

CUSTOMER CLASSIFICATION

Choose one classification in commercial or non-commercial

COMMERCIAL**Eating and Drinking Places**

☐ Family Restaurant ☐ White Tablecloth ☐ Truck Stop
☐ Fast Service ☒ Tavern/Bar ☐ Pizzeria
☐ Ice Cream Shop ☐ Delicatessen ☐ Cafeteria

Hotels and Others

☐ Hotels ☐ Convenience Store ☐ Bakery
☐ Motels ☐ In-Store Deli ☐ GFS Store
☐ Resort ☐ In-Store Restaurant
☐ Inn ☐ Snack Bar
☐ Passenger Ship ☐ General Retail

Amusement and Recreation

☐ Golf Club (Public) ☐ Ski Resort ☐ Bowling Alley
☐ Golf Club (Private) ☐ Stadium ☐ Theme Park
☐ Health/Athletic Club ☐ Fair/Festival ☐ Theater

Business Services

☐ Catering ☐ Int'l Resort Hotel
☐ Vending ☐ Int'l Redistribution
☐ Redistribution ☐ Co-op
☐ Small Business ☐ Office
☐ In-plant

NON-COMMERCIAL**Hospitals**

☐ Local Short Term
☐ Long Term
☐ State
☐ Federal

Nursing Homes

☐ Retirement Home
☐ Care
☐ Skilled/Semi Skilled

Other Non-Commercial

☐ Government Program ☐ Church ☐ Fund Raisher
☐ Community Feeding ☐ Public Facility
☐ Service Club ☐ Jails/Prison
☐ Transportation ☐ Military Feeding

Schools

☐ Day Care
☐ Elementary
☐ High School

Sporting/Recreation/Camps

☐ Camps

Colleges

☐ 2-Year Private ☐ 4-Year Private
☐ 4-Year Community ☐ Fraternity/Sorority
☐ 4-Year State

AFFILIATION (choose one)

☐ Franchise ☐ National Chain ☐ Parochial ☒ Private/Independent
☐ Public/Community ☐ Public/Federal ☐ Public/State

MENU THEME

☒ American ☐ Chicken ☐ German ☐ Ice Cream ☐ Mediterranean ☐ Pork ☐ Servibar
☐ Asian ☐ Deli ☐ Greek ☐ Italian ☐ Mexican ☐ Poultry ☐ Steak
☐ Bakery ☐ Eggs ☐ Hamburger ☐ Kosher ☐ Non-Food ☐ Ribs ☐ Vegetarian
☐ Beef ☐ French ☐ Health ☐ Latin ☐ Pizza ☐ Seafood

MANAGEMENT (choose one)

☒ Owner/Operator ☐ Independent ☐ Contracted Food Services

PLEASE BE SURE TO COMPLETE THE APPLICATION BY REVIEWING AND SIGNING PAGE FOUR

Serving your success, at your door or at our store.



- Serving and caring for foodservice customers for over 115 years.
- A family company committed to building partnerships.
- Quality foodservice products and the choices you need to succeed.
- Services that help you achieve your goals and make dreams a reality.

Gordon
FOOD SERVICE

Gordon
FOOD SERVICE STORE

Customer Account Application

Please return your completed application to the servicing Gordon Food Service® company checked below.

- ☐ Non-Commercial and National Chains*, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Gordon Food Service Store™, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 905-4074, fax: (616) 717-9610

Gordon Food Service, Inc.

- ☐ Allegheny Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Carolinas Division, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Great Lakes Division (Brighton), 8040 Kensington Court, Brighton, MI, 48116, phone: (616) 717-6359, fax: (248) 486-4222
- ☐ Great Lakes Division (Clay Ave), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 958-6360, fax: (616) 717-4893
- ☐ Great Lakes West Division, PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Mid-Atlantic Division, 100 Commerce Drive, Newark, DE, 19715, phone: (410) 273-3524, fax: (616) 717-9681
- ☐ Ohio Valley Division, 4990 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215

GFS Central States, LLC

- ☐ Central States Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Southeast Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091

GFS Florida, LLC

- ☐ Florida Division, 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2906, fax: (305) 459-8746

Glazier Foods Company

- ☐ Glazier Division, 11303 Antoine Dr., Houston, TX, 77066, phone: (800) 989-6411, fax: (616) 717-9070

Perkins Paper, LLC

- ☐ Perkins Division, 630 John Hancock Rd., Taunton, MA, 02780, phone: (774) 226-1500, fax: (774) 226-1782

* Non-Commercial and National Chain customers may be serviced by one or more of the foregoing companies. National Chain customers may also be serviced by GFS Chain Alliance, LLC.

** Florida stores are operated by GFS Stores, LLC, and all others are operated by GFS Marketplace, LLC

Section to be completed by Customer Development Specialist or Gordon Food Service Store Manager

Sales No.: _____ Store No.: _____

Does the customer have other accounts with Gordon Food Service? If so, please provide account numbers: _____

Change of owner? If so, please provide the current customer number: _____

Please provide your delivery and billing information.

LOCATION NAME: <u>Hopcat Holland</u> <small>This is the common name or DBA of your business.</small>		OWNERSHIP: _____ <small>Length of time owned.</small>
A/P CONTACT: <u>Denise Willison</u>		EMAIL: <u>ap@bcrflyventures.com</u>
DELIVERY ADDRESS		BILLING ADDRESS <input type="checkbox"/> Check if the same as delivery address.
ADDRESS: <u>80 W 8th st</u>		ADDRESS: <u>35 Oakes SW #400</u>
CITY: <u>Holland</u>		CITY: <u>Grand Rapids</u>
STATE: <u>MI</u>	ZIP: <u>49423</u>	COUNTRY: <u>US</u>
PHONE: <u>616 965 9780</u>	FAX: _____	PHONE: <u>616 965 9780</u>
		FAX: _____

Please provide all of the information below for the legal owner of your business ("Customer").

ENTITY TYPE: <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> LP/LLP <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other: _____	
ENTITY NAME: <u>Hopcat Holland</u> STATE FILED: <u>MI</u>	
ADDRESS: <u>80 W 8th st</u> PHONE: <u>616 965 9780</u> FAX: _____	
CITY: <u>Holland</u> STATE: <u>MI</u> ZIP: <u>49423</u> COUNTRY: <u>US</u>	
OWNER/OFFICER/MEMBER INFORMATION	
NAME: <u>Barfly Ventures</u> TITLE: _____	
ADDRESS: <u>35 Oakes SW #400</u>	
CITY: <u>Grand Rapids</u>	
STATE: <u>MI</u> ZIP: <u>49503</u> PHONE: <u>616 965 9780</u>	
SSN: <u>[REDACTED]</u> 8379 DL: _____	SSN: _____ DL: _____
<small>Social Security Number</small>	<small>Driver's License Number & State</small>
SIGNED: _____ DATE: _____	SIGNED: _____ DATE: _____

The signor(s) above each consent to the release of his/her personal credit information as set forth in paragraph six of the General Provisions and Security Agreement.

Please provide the financial and purchasing information requested below.

What payment terms are you requesting? <input type="checkbox"/> C.O.D. <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Other: _____	
What are your estimated weekly purchases from Gordon Food Service? \$ _____	
What is your tax exempt status? <input checked="" type="checkbox"/> Resale Certificate* <input type="checkbox"/> Fully Exempt Entity** <input type="checkbox"/> None <input type="checkbox"/> Direct Pay Permit*** <input type="checkbox"/> Federal Government	
<small>*Include a copy of resale certificate</small> <small>**Include evidence of tax exempt status</small> <small>***Include a copy of direct pay permit</small>	
Please provide your Federal Tax Identification Number (a/k/a EIN): <u>[REDACTED] 7132</u>	
Do you require a purchase order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If you would like a statement, please specify the following: Frequency: <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly	
Method: <input type="checkbox"/> Email: _____ <input type="checkbox"/> Fax: _____	
Please provide your banking information below.	
BANK: <u>Mercantile Bank</u>	ACCOUNT NO: <u>[REDACTED] 0451</u> PHONE: <u>616 776 5898</u>
Please provide your supplier and trade references below.	
NAME: _____	ACCOUNT NO.: _____ PHONE: _____
NAME: _____	ACCOUNT NO.: _____ PHONE: _____
NAME: _____	ACCOUNT NO.: _____ PHONE: _____

Please let us know your interest in our ordering and payment services.

Gordon Experience™ offers you the ability to place orders, pay invoices and access other account services through our secure online application. Gordon Food Service Easy Pay is a convenient payment method that takes away the worry and hassle of processing checks by providing automatic processing of your payments through electronic funds transfer. Please let us know what services you would like more information about.

GORDON EXPERIENCE: ☐ Yes, please send me more information about Gordon Food Service Experience.

GORDON FOOD SERVICE EASY PAY: ☐ Yes, please send me more information about Gordon Food Service Easy Pay.

Select your preferences for purchases made at a Gordon Food Service Store.

Gordon Food Service is proud to offer you the option to use your account to purchase from your local Gordon Food Service Store. Your account will be automatically enrolled in our standard service and you may make purchases by providing your account information. You will be responsible for all purchases made with your account information, regardless of whether the purchases were made by an authorized individual. You also may elect to have identification cards issued, and we will provide you with continuing service cards.

CARD OPTION: ☐ Yes, please issue me continuing service cards. I understand that I am responsible to issue the cards to my designated purchasers, and that I am responsible for all purchases made using the card. Please deliver my cards to:

☐ Delivery Address ☐ Billing Address ☐ Other: _____

INVOICE OPTION: You will automatically receive a receipt with all pertinent invoice information at the time of purchase. You may also select one other option:

☐ An invoice emailed to: _____

☐ An invoice faxed to: _____

Please help us to better serve you by providing some information about your business.

Customer Classification (Please choose only one)Eating and Drinking

- ☐ Family Restaurant
☐ Fast Service
☐ Ice Cream Shop
☐ White Tablecloth
☒ Tavern/Bar
☐ Delicatessen
☐ Truck Stop
☐ Pizzeria
☐ Cafeteria

Amusement and Rec.

- ☐ Public Golf Club
☐ Private Golf Club
☐ Health Club
☐ Ski Resort
☐ Stadium
☐ Fair/Festival
☐ Bowling Center
☐ Theme Park
☐ Theater

Business Services

- ☐ Catering
☐ Vending
☐ Redistribution
☐ Small Business
☐ In-Plant
☐ Int'l Resort
☐ Int'l Redistribution
☐ Co-operative
☐ Office

Non-Commercial

- ☐ Gov. Program
☐ Comm. Feeding
☐ Service Club
☐ Transportation
☐ Church
☐ Public Facility
☐ Jail/Prison
☐ Military
☐ Fundraiser

Food Stores

- ☐ Convenience Store
☐ In-Store Deli
☐ In-Store Restaurant
☐ Snack Bar
☐ General Retail
☐ Bakery
☐ Gordon Food Service Store
☐ Doughnut/Coffee Shop
☐ Supermarkets

Hospitality

- ☐ Hotel
☐ Motel
☐ Resort
☐ Inn
☐ Passenger Ship

Colleges

- ☐ 2-Year Private
☐ 4-Year Community
☐ 4-Year State
☐ 4-Year Private
☐ Fraternity/Sorority

Long-Term Care

- ☐ CCRC
☐ Skilled Nursing
☐ Assisted Living

Schools

- ☐ Day Care
☐ Elementary
☐ High School

Other

- ☐ Hospital - Acute
☐ Camp
☐ Senior Meals

Affiliation (Please choose only one)

- ☐ Franchise ☐ National Chain ☐ Public/Community ☐ Private/Independent ☐ Public/State
☐ Public/Federal ☐ Parochial

Menu Theme

- ☐ American ☐ Eggs ☐ Ice Cream ☐ Non-Food ☐ Steak
☐ Asian ☐ French ☐ Italian ☐ Pizza ☐ Vegetarian
☐ Bakery ☐ German ☐ Kosher ☐ Pork
☐ Beef ☐ Greek ☐ Latin ☐ Ribs
☐ Chicken ☐ Hamburger ☐ Mediterranean ☐ Seafood
☐ Deli ☐ Health ☐ Mexican ☐ Servibar

Management (Please choose only one)

- ☐ Owner/Operator ☐ Independent ☐ Contracted Food Services

NOTICE REQUIRED BY FEDERAL LAW. This notice is for non-trade applicants. If this Application is not approved in full or if any other adverse action is taken with respect to applicant's credit with Gordon Food Service, applicant has the right to request within sixty (60) days of Gordon Food Service's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. The Customer agrees to pay for all goods and services ordered or procured from Gordon Food Service, Inc. or one or more of its current or future subsidiaries or affiliates ("GFS") on the terms set forth in this Customer Account Application (this "Application"). Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, the Customer agrees to pay to GFS or its assign, as an element of damages, all expenses of collection including actual attorneys' fees. GFS retains all rights of set off against any amounts or credits owed to the Customer.

2. The Customer agrees to be bound by the general provisions of this Application and those contained on GFS' invoices. These terms and conditions shall be the exclusive terms with respect to the sale and purchase of goods and any terms contained in or referenced by the Customer's purchase orders or any other documents of the Customer are rejected and non-binding on GFS.

3. All credit terms extended to the Customer are subject to change and can be amended at the sole discretion of GFS, at any time. The Customer consents to all changes of credit terms, extensions of credit, and any extensions or forbearance by GFS. This Application does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS may cease providing goods and services to the Customer at any time. Prices of products or other goods or services provided by GFS are not guaranteed until established on an invoice at the time of delivery. GFS must be notified in writing within 30 days of the invoice date of any claim related to the amounts charged on an invoice or any dispute of the sell price of products and, unless GFS is so notified, such claims are waived.

4. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Unless claimed at the time of delivery (prior to GFS' delivery driver leaving the Customer's location) any claim for damaged, undelivered or non-conforming goods is waived. In the event of a key drop delivery by GFS, such claims must be made by 3:00 p.m. (local time) the following day. If any goods provided are defective, the Customer's sole and exclusive remedy shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes. In no event shall GFS be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or related to the goods and services provided by GFS.

5. GFS may assign and/or sell any accounts receivable or indebtedness owed by the Customer and, in the event of such assignment and/or sale (or any subsequent assignment or sale) any claims, defenses, and counterclaims of every kind and description that the Customer has against GFS is waived as to any transferee, assignee or pledgee. Further, the Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.

6. The Customer, the Customer's principals and any Guarantors that sign this Application (the "Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.

7. If any check, draft, EFT, ACH or any other order of payment (each, a "Transaction") is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID OR DISHONORED TRANSACTIONS.

8. If the Customer is a franchisee or member of a group purchasing organization (each, an "Organization") and the Customer is purchasing from GFS under a written agreement between GFS and the Organization, then the Customer agrees to abide by and accepts all terms of such agreement as modified, amended or superseded from time to time.

9. All inventory of proprietary goods or goods special ordered (or manufactured) for the Customer or goods not normally stocked, but brought into inventory to service the Customer, must be immediately purchased if the Customer ceases to use such goods or discontinues doing business with GFS.

10. The Customer acknowledges that purchases made at Gordon Food Service Stores or delivered directly may be electronic transactions. In the event of an electronic transaction, the Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. The Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Application.

11. In the event any provision of this Application is held to be invalid, unenforceable or illegal, the other provisions shall remain fully enforceable. The provisions of this Application may only be amended by a written instrument signed by both GFS and the Customer.

12. The Customer and any Guarantors agree that all actions or proceedings arising out of, from, or related to this Application shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. If GFS selects a different forum, then the Customer agrees that venue is proper in any court of competent jurisdiction that GFS selects in the state where the Customer is located or conducting business. To the extent permitted by applicable law, the Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against the Customer and WAIVE TRIAL BY JURY.

13. If GFS grants credit terms to the Customer pursuant to this Application, then the Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors (the "Collateral") to secure payment of all goods purchased on credit from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

SIGNED: _____

TITLE: _____

PRINTED NAME: _____

DATE: _____

PERSONAL GUARANTY

The undersigned (each, a "Guarantor") unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") by the Customer whether or not contemplated at the time of execution of this Personal Guaranty (this "Guaranty"). All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of the Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor further waives (a) the requirement that his/her/their name appear on any invoices; (b) the right to require Creditor to first proceed against the Customer or any other party; (c) the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold; and (d) notice of acceptance of this guaranty. Guarantor agrees to be personally liable for the debts of the Customer and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorneys' fees and all other costs incurred in the collection of any indebtedness owed by the Customer. Until such time Creditor receives payment of all indebtedness owed by the Customer, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have against the Customer to recover any monies that are paid by Guarantor. Guarantor agrees to be bound by paragraphs 2, 5, 6, 9, 12 and 13 of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE GUARANTOR.

SIGNED: _____

DATE: _____

SIGNED: _____

DATE: _____

PRINTED NAME: _____

PRINTED NAME: _____

Witnessed by: _____ whose full name and address is: _____

Michigan Department of Treasury
Form 3372 (Rev. 05-12)

Michigan Sales and Use Tax Certificate of Exemption

DO NOT send to the Department of Treasury. Certificate must be retained in the seller's records. This certificate is invalid unless all four sections are completed by the purchaser.

SECTION 1: TYPE OF PURCHASE

☐ A. One-Time Purchase

Order or Invoice Number: _____



C. Blanket Certificate

Expiration Date (maximum of four years): _____



B. Blanket Certificate. Recurring Business Relationship

The purchaser hereby claims exemption on the purchase of tangible personal property and selected services made from the vendor listed below. This certifies that this claim is based upon the purchaser's proposed use of the items or services, OR the status of the purchaser.

Vendor's Name and Address

Hopcat Holland 80 W 8th St Holland, MI 49423

SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

1. ☐ All items purchased.

2. ☒ Limited to the following items: Food items

SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

1. ☒ For Resale at Retail. Enter Sales Tax License Number: License # not received yet.

2. ☐ For Lease. Enter Use Tax Registration Number: _____

The following exemptions DO NOT require the purchaser to provide a number:

3. ☐ For Resale at Wholesale.

4. ☐ Agricultural Production. Enter percentage: _____ %

5. ☐ Industrial Processing. Enter percentage: _____ %

6. ☐ Church, Government Entity, Nonprofit School, or Nonprofit Hospital (Circle type of organization).

7. ☐ Nonprofit Internal Revenue Code Section 501(c)(3) or 501(c)(4) Exempt Organization (must provide IRS authorized letter with this form).

8. ☐ Nonprofit Organization with an authorized letter issued by the Michigan Department of Treasury prior to June 1994 (must provide copy of letter with this form).

9. ☐ Rolling Stock purchased by an Interstate Motor Carrier.

10. ☐ Other (explain): _____

SECTION 4: CERTIFICATION

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.

Business Name		Type of Business (see codes on page 2)
Business Address		City, State, ZIP Code
Business Telephone Number (include area code)		Name (Print or Type)
Signature and Title		Date Signed

Please provide your delivery and billing information.

LOCATION NAME: <u>Hopcat Kalama 200</u> <small>This is the common name or DBA of your business.</small>		OWNERSHIP: _____ <small>Length of time owned.</small>
A/P CONTACT: <u>Denise Willison</u>		EMAIL: <u>apa@barkflyventures.com</u>
DELIVERY ADDRESS		
ADDRESS: <u>300 E Water St</u>		BILLING ADDRESS <input type="checkbox"/> Check if the same as delivery address.
CITY: <u>Kalama 200</u>		ADDRESS: <u>35 Oakes SW #400</u>
STATE: <u>MI</u>	ZIP: <u>49007</u>	CITY: <u>Grand Rapids</u>
COUNTRY: <u>US</u>	STATE: <u>MI</u>	ZIP: <u>49503</u>
PHONE: _____	FAX: _____	COUNTRY: <u>US</u>
PHONE: _____		FAX: <u>(616) 910 59780</u>

Please provide all of the information below for the legal owner of your business ("Customer").

ENTITY TYPE: <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> LP/LLP <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other: _____	
ENTITY NAME: <u>Barkfly Ventures, LLC</u>	
STATE FILED: _____	
ADDRESS: <u>35 Oakes SW #400</u>	
CITY: <u>Grand Rapids</u>	
PHONE: <u>(616) 910 59780</u>	
FAX: _____	
STATE: <u>MI</u>	
ZIP: <u>49503</u>	
COUNTRY: _____	
OWNER/OFFICER/MEMBER INFORMATION	
NAME: _____	TITLE: _____
ADDRESS: _____	ADDRESS: _____
CITY: _____	CITY: _____
STATE: _____	STATE: _____
ZIP: _____	ZIP: _____
PHONE: _____	PHONE: _____
SSN: _____	SSN: _____
<small>Social Security Number</small>	<small>Social Security Number</small>
DL: _____	DL: _____
<small>Driver's License Number & State</small>	<small>Driver's License Number & State</small>
SIGNED: _____	SIGNED: _____
DATE: _____	DATE: _____

The signor(s) above each consent to the release of his/her personal credit information as set forth in paragraph six of the General Provisions and Security Agreement.

Please provide the financial and purchasing information requested below.

What payment terms are you requesting?	<input type="checkbox"/> C.O.D. <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Other: _____
What are your estimated weekly purchases from Gordon Food Service?	\$ _____
What is your tax-exempt status?	<input type="checkbox"/> Resale Certificate* <input type="checkbox"/> Fully Exempt Entity** <input type="checkbox"/> None <input type="checkbox"/> Direct Pay Permit*** <input type="checkbox"/> Federal Government
	<small>*Include a copy of resale certificate **Include evidence of tax exempt status ***Include a copy of direct pay permit</small>
Please provide your Federal Tax Identification Number (a/k/a EIN): _____	
Do you require a purchase order?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If you would like a statement, please specify the following:	Frequency: <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly
	Method: <input checked="" type="checkbox"/> EMail <u>apa@barkflyventures.com</u> <input type="checkbox"/> Fax: _____
Please provide your banking information below.	
BANK: <u>Mercantile Bank</u>	ACCOUNT NO. <u>9227</u> PHONE: <u>(616) 242 7760</u>
Please provide your supplier and trade references below.	
NAME: _____	ACCOUNT NO.: _____ PHONE: _____
NAME: _____	ACCOUNT NO.: _____ PHONE: _____
NAME: _____	ACCOUNT NO.: _____ PHONE: _____

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. The Customer agrees to pay for all goods and services ordered or procured from Gordon Food Service, Inc. or one or more of its current or future subsidiaries or affiliates ("GFS") on the terms set forth in this Customer Account Application (this "Application"). Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, the Customer agrees to pay to GFS or its assign, as an element of damages, all expenses of collection including actual attorneys' fees. GFS retains all rights of set off against any amounts or credits owed to the Customer.
2. The Customer agrees to be bound by the general provisions of this Application and those contained on GFS' invoices. These terms and conditions shall be the exclusive terms with respect to the sale and purchase of goods and any terms contained in or referenced by the Customer's purchase orders or any other documents of the Customer are rejected and non-binding on GFS.
3. All credit terms extended to the Customer are subject to change and can be amended at the sole discretion of GFS, at any time. The Customer consents to all changes of credit terms, extensions of credit, and any extensions or forbearance by GFS. This Application does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS may cease providing goods and services to the Customer at any time. Prices of products or other goods or services provided by GFS are not guaranteed until established on an invoice at the time of delivery. GFS must be notified in writing within 30 days of the invoice date of any claim related to the amounts charged on an invoice or any dispute of the sell price of products and, unless GFS is so notified, such claims are waived.
4. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Unless claimed at the time of delivery (prior to GFS' delivery driver leaving the Customer's location) any claim for damaged, undelivered or non-conforming goods is waived. In the event of a key drop delivery by GFS, such claims must be made by 3:00 p.m. (local time) the following day. If any goods provided are defective, the Customer's sole and exclusive remedy shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes. In no event shall GFS be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or related to the goods and services provided by GFS.
5. GFS may assign and/or sell any accounts receivable or indebtedness owed by the Customer and, in the event of such assignment and/or sale (or any subsequent assignment or sale) any claims, defenses, and counterclaims of every kind and description that the Customer has against GFS is waived as to any transferee, assignee or pledgee. Further, the Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
6. The Customer, the Customer's principals and any Guarantors that sign this Application (the "Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
7. If any check, draft, EFT, ACH or any other order of payment (each, a "Transaction") is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID OR DISHONORED TRANSACTIONS.
8. If the Customer is a franchisee or member of a group purchasing organization (each, an "Organization") and the Customer is purchasing from GFS under a written agreement between GFS and the Organization, then the Customer agrees to abide by and accepts all terms of such agreement as modified, amended or superseded from time to time.
9. All inventory of proprietary goods or goods special ordered (or manufactured) for the Customer or goods not normally stocked, but brought into inventory to service the Customer, must be immediately purchased if the Customer ceases to use such goods or discontinues doing business with GFS.
10. The Customer acknowledges that purchases made at Gordon Food Service Stores or delivered directly may be electronic transactions. In the event of an electronic transaction, the Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. The Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Application.
11. In the event any provision of this Application is held to be invalid, unenforceable or illegal, the other provisions shall remain fully enforceable. The provisions of this Application may only be amended by a written instrument signed by both GFS and the Customer.
12. The Customer and any Guarantors agree that all actions or proceedings arising out of, from, or related to this Application shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. If GFS selects a different forum, then the Customer agrees that venue is proper in any court of competent jurisdiction that GFS selects in the state where the Customer is located or conducting business. To the extent permitted by applicable law, the Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against the Customer and WAIVE TRIAL BY JURY.
13. If GFS grants credit terms to the Customer pursuant to this Application, then the Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors (the "Collateral") to secure payment of all goods purchased on credit from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

SIGNED: _____

TITLE: CFO

PRINTED NAME: _____

Lisa Miller

DATE: _____

8/25/16

PERSONAL GUARANTY

The undersigned (each, a "Guarantor") unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") by the Customer whether or not contemplated at the time of execution of this Personal Guaranty (this "Guaranty"). All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of the Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor further waives (a) the requirement that his/her/their name appear on any invoices; (b) the right to require Creditor to first proceed against the Customer or any other party; (c) the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold; and (d) notice of acceptance of this guaranty. Guarantor agrees to be personally liable for the debts of the Customer and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorneys' fees and all other costs incurred in the collection of any indebtedness owed by the Customer. Until such time Creditor receives payment of all indebtedness owed by the Customer, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have against the Customer to recover any monies that are paid by Guarantor. Guarantor agrees to be bound by paragraphs 2, 5, 6, 9, 12 and 13 of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE GUARANTOR.

SIGNED: _____

DATE: _____

SIGNED: _____

DATE: _____

PRINTED NAME: _____

PRINTED NAME: _____

Witnessed by: _____

whose full name and address is: _____

Please let us know your interest in our ordering and payment services.

Gordon Experience™ offers you the ability to place orders, pay invoices and access other account services through our secure online application. Gordon Food Service Easy Pay is a convenient payment method that takes away the worry and hassle of processing checks by providing automatic processing of your payments through electronic funds transfer. Please let us know what services you would like more information about.

GORDON EXPERIENCE:

☐ Yes, please send me more information about Gordon Food Service Experience.

GORDON FOOD SERVICE EASY PAY:

☐ Yes, please send me more information about Gordon Food Service Easy Pay.

Select your preferences for purchases made at a Gordon Food Service Store.

Gordon Food Service is proud to offer you the option to use your account to purchase from your local Gordon Food Service Store. Your account will be automatically enrolled in our standard service and you may make purchases by providing your account information. You will be responsible for all purchases made with your account information, regardless of whether the purchases were made by an authorized individual. You also may elect to have identification cards issued, and we will provide you with continuing service cards.

CARD OPTION:

☐ Yes, please issue me continuing service cards. I understand that I am responsible to issue the cards to my designated purchasers, and that I am responsible for all purchases made using the card. Please deliver my cards to:

☐ Delivery Address ☐ Billing Address ☐ Other: _____

INVOICE OPTION:

You will automatically receive a receipt with all pertinent invoice information at the time of purchase. You may also select one other option:

☐ An invoice emailed to: ap@barflyventures.com

☐ An invoice faxed to: _____

Please help us to better serve you by providing some information about your business.

Customer Classification (Please choose only one)

Eating and Drinking

- ☐ Family Restaurant
☐ Fast Service
☐ Ice Cream Shop
☐ White Tablecloth
☒ Tavern/Bar
☐ Delicatessen
☐ Truck Stop
☐ Pizzeria
☐ Cafeteria

Amusement and Rec.

- ☐ Public Golf Club
☐ Private Golf Club
☐ Health Club
☐ Ski Resort
☐ Stadium
☐ Fair/Festival
☐ Bowling Center
☐ Theme Park
☐ Theater

Business Services

- ☐ Catering
☐ Vending
☐ Redistribution
☐ Small Business
☐ In-Plant
☐ Int'l Resort
☐ Int'l Redistribution
☐ Co-operative
☐ Office

Non-Commercial

- ☐ Gov. Program
☐ Comm. Feeding
☐ Service Club
☐ Transportation
☐ Church
☐ Public Facility
☐ Jail/Prison
☐ Military
☐ Fundraiser

Food Stores

- ☐ Convenience Store
☐ In-Store Deli
☐ In-Store Restaurant
☐ Snack Bar
☐ General Retail
☐ Bakery
☐ Gordon Food Service Store
☐ Doughnut/Coffee Shop
☐ Supermarkets

Hospitality

- ☐ Hotel
☐ Motel
☐ Resort
☐ Inn
☐ Passenger Ship

Colleges

- ☐ 2-Year Private
☐ 4-Year Community
☐ 4-Year State
☐ 4-Year Private
☐ Fraternity/Sorority

Long-Term Care

- ☐ CCRC
☐ Skilled Nursing
☐ Assisted Living

Schools

- ☐ Day Care
☐ Elementary
☐ High School

Other

- ☐ Hospital - Acute
☐ Camp
☐ Senior Meals

Affiliation (Please choose only one)

- ☐ Franchise
☐ Public/Federal

- ☐ National Chain
☐ Parochial

- ☐ Public/Community

- ☐ Private/Independent

- ☐ Public/State

Menu Theme

- ☐ American
☐ Asian
☐ Bakery
☐ Beef
☐ Chicken
☐ Deli

- ☐ Eggs
☐ French
☐ German
☐ Greek
☐ Hamburger
☐ Health

- ☐ Ice Cream
☐ Italian
☐ Kosher
☐ Latin
☐ Mediterranean
☐ Mexican

- ☐ Non-Food
☐ Pizza
☐ Pork
☐ Ribs
☐ Seafood
☐ Servibar

- ☐ Steak
☐ Vegetarian

Management (Please choose only one)

- ☐ Owner/Operator

- ☐ Independent

- ☐ Contracted Food Services

NOTICE REQUIRED BY FEDERAL LAW. This notice is for non-trade applicants. If this Application is not approved in full or if any other adverse action is taken with respect to applicant's credit with Gordon Food Service, applicant has the right to request within sixty (60) days of Gordon Food Service's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.

Serving your success, at your door or at our store.



- Serving and caring for foodservice customers for over 115 years.
- A family company committed to building partnerships.
- Quality foodservice products and the choices you need to succeed.
- Services that help you achieve your goals and make dreams a reality.

Gordon
FOOD SERVICE

Gordon
FOOD SERVICE STORE

Customer Account Application

Please return your completed application to the servicing Gordon Food Service* company checked below.

- ☐ Non-Commercial and National Chains*, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Gordon Food Service Store****, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 905-4074, fax: (616) 717-9610

Gordon Food Service, Inc.

- ☐ Allegheny Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Carolinas Division, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Great Lakes Division (Brighton), 8040 Kensington Court, Brighton, MI, 48116, phone: (616) 717-6359, fax: (248) 486-4222
- ☐ Great Lakes Division (Clay Ave), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Great Lakes West Division, PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Mid-Atlantic Division, 100 Commerce Drive, Newark, DE, 19713, phone: (410) 273-3524, fax: (616) 717-9881
- ☐ Ohio Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215

GFS Central States, LLC

- ☐ Central States Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Southeast Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091

GFS Florida, LLC

- ☐ Florida Division, 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2906, fax: (305) 459-8746

Glazier Foods Company

- ☐ Glazier Division, 11303 Antoine Dr., Houston, TX, 77066, phone: (800) 989-6411, fax: (616) 717-9020

Perkins Paper, LLC

- ☐ Perkins Division, 630 John Hancock Rd., Taunton, MA, 02780, phone: (774) 226-1500, fax: (774) 226-1782

* Non-Commercial and National Chain customers may be serviced by one or more of the foregoing companies. National Chain customers may also be serviced by GFS Chain Alliance, LLC.

** Florida stores are operated by GFS Stores, LLC, and all others are operated by GFS Marketplace, LLC.

Section to be completed by Customer Development Specialist or Gordon Food Service Store Manager

Sales No.: _____ Store No.: _____

Does the customer have other accounts with Gordon Food Service? If so, please provide account numbers: _____

Change of owner? If so, please provide the current customer number: _____

Please provide your delivery and billing information.

LOCATION NAME: <u>Hopcat Lexington</u> <small>This is the common name or DBA of your business.</small>		OWNERSHIP: _____ <small>Length of time owned.</small>	
A/P CONTACT: <u>Kristine Frost</u>		EMAIL: <u>Kristine@barflyventures.com</u>	
DELIVERY ADDRESS		BILLING ADDRESS <input type="checkbox"/> Check if the same as delivery address.	
ADDRESS: <u>410 W. Short St.</u>		ADDRESS: <u>35 Oakes, Ste 400</u>	
CITY: <u>Lexington</u>		CITY: <u>Grand Rapids</u>	
STATE: <u>KY</u> ZIP: <u>40507</u> COUNTRY: <u>USA</u>		STATE: <u>MI</u> ZIP: <u>49503</u> COUNTRY: <u>USA</u>	
PHONE: _____ FAX: _____		PHONE: _____ FAX: _____	

Please provide all of the information below for the legal owner of your business ("Customer").

ENTITY TYPE: <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> LP/LLP <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other: _____			
ENTITY NAME: <u>Hopcat Lexington</u>		STATE FILED: _____	
ADDRESS: _____		PHONE: _____ FAX: _____	
CITY: _____		STATE: _____ ZIP: _____ COUNTRY: _____	
OWNER/OFFICER/MEMBER INFORMATION			
NAME: _____ TITLE: _____		NAME: _____ TITLE: _____	
ADDRESS: _____		ADDRESS: _____	
CITY: _____		CITY: _____	
STATE: _____ ZIP: _____ PHONE: _____		STATE: _____ ZIP: _____ PHONE: _____	
SSN: _____ DL: _____ <small>Social Security Number Driver's License Number & State</small>		SSN: _____ DL: _____ <small>Social Security Number Driver's License Number & State</small>	
SIGNED: _____ DATE: _____		SIGNED: _____ DATE: _____	
<small>The signor(s) above each consent to the release of his/her personal credit information as set forth in paragraph six of the General Provisions and Security Agreement.</small>			

Please provide the financial and purchasing information requested below.

What payment terms are you requesting? <input type="checkbox"/> C.O.D. <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Other: <u>90 days</u>	
What are your estimated weekly purchases from Gordon Food Service? \$ _____	
What is your tax-exempt status? <input type="checkbox"/> Resale Certificate* <input type="checkbox"/> Fully Exempt Entity** <input type="checkbox"/> None <input type="checkbox"/> Direct Pay Permit*** <input type="checkbox"/> Federal Government <small>*Include a copy of resale certificate **Include evidence of tax exempt status ***Include a copy of direct pay permit</small>	
Please provide your Federal Tax Identification Number (a/k/a EIN): <u>6748</u>	
Do you require a purchase order? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If you would like a statement, please specify the following: Frequency: <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly Method: <input type="checkbox"/> Email: _____ <input type="checkbox"/> Fax: _____	
Please provide your banking information below.	
BANK: _____	ACCOUNT NO.: _____ PHONE: _____
Please provide your supplier and trade references below.	
NAME: _____	ACCOUNT NO.: _____ PHONE: _____
NAME: _____	ACCOUNT NO.: _____ PHONE: _____
NAME: _____	ACCOUNT NO.: _____ PHONE: _____

Please let us know your interest in our ordering and payment services.

Gordon Experience™ offers you the ability to place orders, pay invoices and access other account services through our secure online application. Gordon Food Service Easy Pay is a convenient payment method that takes away the worry and hassle of processing checks by providing automatic processing of your payments through electronic funds transfer. Please let us know what services you would like more information about.

GORDON EXPERIENCE: ☐ Yes, please send me more information about Gordon Food Service Experience.

GORDON FOOD SERVICE EASY PAY: ☐ Yes, please send me more information about Gordon Food Service Easy Pay.

Select your preferences for purchases made at a Gordon Food Service Store.

Gordon Food Service is proud to offer you the option to use your account to purchase from your local Gordon Food Service Store. Your account will be automatically enrolled in our standard service and you may make purchases by providing your account information. You will be responsible for all purchases made with your account information, regardless of whether the purchases were made by an authorized individual. You also may elect to have identification cards issued, and we will provide you with continuing service cards.

CARD OPTION: ☐ Yes, please issue me continuing service cards. I understand that I am responsible to issue the cards to my designated purchasers, and that I am responsible for all purchases made using the card. Please deliver my cards to:

☐ Delivery Address ☐ Billing Address ☐ Other: _____

INVOICE OPTION: You will automatically receive a receipt with all pertinent invoice information at the time of purchase. You may also select one other option:

☒ An invoice emailed to: AP@barflyventures.com

☐ An invoice faxed to: _____

Please help us to better serve you by providing some information about your business.

Customer Classification (Please choose only one)Eating and Drinking

- ☐ Family Restaurant
☐ Fast Service
☐ Ice Cream Shop
☐ White Tablecloth
☐ Tavern/Bar
☐ Delicatessen
☐ Truck Stop
☐ Pizzeria
☐ Cafeteria

Amusement and Rec.

- ☐ Public Golf Club
☐ Private Golf Club
☐ Health Club
☐ Ski Resort
☐ Stadium
☐ Fair/Festival
☐ Bowling Center
☐ Theme Park
☐ Theater

Business Services

- ☐ Catering
☐ Vending
☐ Redistribution
☐ Small Business
☐ In-Plant
☐ Int'l Resort
☐ Int'l Redistribution
☐ Co-operative
☐ Office

Non-Commercial

- ☐ Gov. Program
☐ Comm. Feeding
☐ Service Club
☐ Transportation
☐ Church
☐ Public Facility
☐ Jail/Prison
☐ Military
☐ Fundraiser

Food Stores

- ☐ Convenience Store
☐ In-Store Deli
☐ In-Store Restaurant
☐ Snack Bar
☐ General Retail
☐ Bakery
☐ Gordon Food Service Store
☐ Doughnut/Coffee Shop
☐ Supermarkets

Hospitality

- ☐ Hotel
☐ Motel
☐ Resort
☐ Inn
☐ Passenger Ship

Colleges

- ☐ 2-Year Private
☐ 4-Year Community
☐ 4-Year State
☐ 4-Year Private
☐ Fraternity/Sorority

Long-Term Care

- ☐ CCRC
☐ Skilled Nursing
☐ Assisted Living

Schools

- ☐ Day Care
☐ Elementary
☐ High School

Other

- ☐ Hospital - Acute
☐ Camp
☐ Senior Meals

Affiliation (Please choose only one)

- ☐ Franchise
☐ Public/Federal

- ☐ National Chain
☐ Parochial

- ☐ Public/Community

- ☐ Private/Independent

- ☐ Public/State

Menu Theme

- ☐ American
☐ Asian
☐ Bakery
☐ Beef
☐ Chicken
☐ Deli

- ☐ Eggs
☐ French
☐ German
☐ Greek
☐ Hamburger
☐ Health

- ☐ Ice Cream
☐ Italian
☐ Kosher
☐ Latin
☐ Mediterranean
☐ Mexican

- ☐ Non-Food
☐ Pizza
☐ Pork
☐ Ribs
☐ Seafood
☐ Servibar

- ☐ Steak
☐ Vegetarian

Management (Please choose only one)

- ☐ Owner/Operator

- ☐ Independent

- ☐ Contracted Food Services

NOTICE REQUIRED BY FEDERAL LAW. This notice is for non-trade applicants. If this Application is not approved in full or if any other adverse action is taken with respect to applicant's credit with Gordon Food Service, applicant has the right to request within sixty (60) days of Gordon Food Service's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. The Customer agrees to pay for all goods and services ordered or procured from Gordon Food Service, Inc. or one or more of its current or future subsidiaries or affiliates ("GFS") on the terms set forth in this Customer Account Application (this "Application"). Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, the Customer agrees to pay to GFS or its assign, as an element of damages, all expenses of collection including actual attorneys' fees. GFS retains all rights of set off against any amounts or credits owed to the Customer.

2. The Customer agrees to be bound by the general provisions of this Application and those contained on GFS' invoices. These terms and conditions shall be the exclusive terms with respect to the sale and purchase of goods and any terms contained in or referenced by the Customer's purchase orders or any other documents of the Customer are rejected and non-binding on GFS.

3. All credit terms extended to the Customer are subject to change and can be amended at the sole discretion of GFS, at any time. The Customer consents to all changes of credit terms, extensions of credit, and any extensions or forbearance by GFS. This Application does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS may cease providing goods and services to the Customer at any time. Prices of products or other goods or services provided by GFS are not guaranteed until established on an invoice at the time of delivery. GFS must be notified in writing within 30 days of the invoice date of any claim related to the amounts charged on an invoice or any dispute of the sell price of products and, unless GFS is so notified, such claims are waived.

4. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Unless claimed at the time of delivery (prior to GFS' delivery driver leaving the Customer's location) any claim for damaged, undelivered or non-conforming goods is waived. In the event of a key drop delivery by GFS, such claims must be made by 3:00 p.m. (local time) the following day. If any goods provided are defective, the Customer's sole and exclusive remedy shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes. In no event shall GFS be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or related to the goods and services provided by GFS.

5. GFS may assign and/or sell any accounts receivable or indebtedness owed by the Customer and, in the event of such assignment and/or sale (or any subsequent assignment or sale) any claims, defenses, and counterclaims of every kind and description that the Customer has against GFS is waived as to any transferee, assignee or pledgee. Further, the Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.

6. The Customer, the Customer's principals and any Guarantors that sign this Application (the "Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.

7. If any check, draft, EFT, ACH or any other order of payment (each, a "Transaction") is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID OR DISHONORED TRANSACTIONS.

8. If the Customer is a franchisee or member of a group purchasing organization (each, an "Organization") and the Customer is purchasing from GFS under a written agreement between GFS and the Organization, then the Customer agrees to abide by and accepts all terms of such agreement as modified, amended or superseded from time to time.

9. All inventory of proprietary goods or goods special ordered (or manufactured) for the Customer or goods not normally stocked, but brought into inventory to service the Customer, must be immediately purchased if the Customer ceases to use such goods or discontinues doing business with GFS.

10. The Customer acknowledges that purchases made at Gordon Food Service Stores or delivered directly may be electronic transactions. In the event of an electronic transaction, the Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. The Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Application.

11. In the event any provision of this Application is held to be invalid, unenforceable or illegal, the other provisions shall remain fully enforceable. The provisions of this Application may only be amended by a written instrument signed by both GFS and the Customer.

12. The Customer and any Guarantors agree that all actions or proceedings arising out of, from, or related to this Application shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. If GFS selects a different forum, then the Customer agrees that venue is proper in any court of competent jurisdiction that GFS selects in the state where the Customer is located or conducting business. To the extent permitted by applicable law, the Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against the Customer and WAIVE TRIAL BY JURY.

13. If GFS grants credit terms to the Customer pursuant to this Application, then the Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors (the "Collateral") to secure payment of all goods purchased on credit from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

SIGNED: Denise Willison TITLE: A.P. Administrator
 PRINTED NAME: Denise Willison DATE: 8/21/15

PERSONAL GUARANTY

The undersigned (each, a "Guarantor") unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") by the Customer whether or not contemplated at the time of execution of this Personal Guaranty (this "Guaranty"). All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of the Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor further waives (a) the requirement that his/her/their name appear on any invoices; (b) the right to require Creditor to first proceed against the Customer or any other party; (c) the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold; and (d) notice of acceptance of this guaranty. Guarantor agrees to be personally liable for the debts of the Customer and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorneys' fees and all other costs incurred in the collection of any indebtedness owed by the Customer. Until such time Creditor receives payment of all indebtedness owed by the Customer, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have against the Customer to recover any monies that are paid by Guarantor. Guarantor agrees to be bound by paragraphs 2, 5, 6, 9, 12 and 13 of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE GUARANTOR.

SIGNED: _____ DATE: _____ SIGNED: _____ DATE: _____
 PRINTED NAME: _____ PRINTED NAME: _____

Witnessed by: _____ whose full name and address is: _____

INSTRUCTIONS: Please print or type. Fill in all spaces and complete by signing where indicated. The party signing must either be an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. All pages must be fully completed and signed on page four in order to complete the account approval process.

Hopcat Lincoln		()	()
Trade Name (Location Name)	Telephone No.	Fax No.	E-mail Address
601 P St	Lincoln NE	68508	US
Delivery Address	City/State	Zip Code	Country
35 Oakes SW Ste 400	Grand Rapids MI	49503	()
Billing Address (If different from delivery address)	City/State	Zip Code	Telephone No.

Corporate/Legal Name ("Customer") PLEASE PROVIDE LEGAL ENTITY NAME, ADDRESS AND INFORMATION BELOW:

☐ Corporation: _____, INC Address: 601 P St

☒ Limited Liability Co. Hopcat Lincoln, LLC City/State/Zip: Lincoln NE 68508

☐ Limited Partnership: _____, LP Telephone No.: ()

☐ Proprietorship: _____ Fax No.: ()

☐ General Partnership: _____ E-Mail Address: _____

☐ Other: _____ Date Current Owner Took Over: _____

Complete the following for all partners, members, or individual owner(s)/principal(s):

Name	Title	Name	Title
Home Address	City/State	Home Address	City/State
()	()	()	()
Zip Code	Phone No.	Zip Code	Phone No.
Social Security No.	Driver's License No. & State	Social Security No.	Driver's License No. & State
Signature	Date	Signature	Date

(Please list any additional partners, members or principals on a separate sheet)

Will you provide current financials? ☐ Yes ☒ No (If yes, please attach most recent financial statements)

Terms Requested: ☐ C.O.D. ☐ Weekly ☒ Other: _____

Average Weekly Purchases: \$ _____

Payment Method: ☐ Cash ☐ Check ☐ GFS Easy Pay (Must complete electronic funds transfer agreement)

Trade References: 1)	()	2)	()
Business Name	Phone No.	Business Name	Phone No.
3)	()	4)	()
Business Name	Phone No.	Business Name	Phone No.

Banking Info.: Mercantile Bank Grand Rapids MI ()

Name of Bank Account No. City/State Phone No.

Tax Exempt Status: ☐ Resale Only ☐ All Sales Tax Exempt No.: _____

(A copy of your Tax Certificate and/or Letter is required)

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. All prices quoted or billed are cash prices and do not include credit terms. Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to Gordon Food Service, Inc., GFS Central States, LLC and GFS Florida, LLC ("GFS") or its affiliates or assigns, as an element of damages, all expenses for collection including actual attorney fees. GFS retains all rights of set off against any amounts or credits owed to Customer.
2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. If Customer provides GFS with key access for early or after hours delivery ("Key Drop"), Customer hereby waives any and all claims, actions or suits against GFS arising out of or in any way connected to the Key Drop delivery. Unless disputed in writing within 30 days from invoice date, any claim that goods were not delivered is waived by Customer.
3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
4. The Customer, Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
5. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
6. If any check, draft, EFT, ACH or any other order of payment ("Transaction") payable to GFS is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.
7. The Customer acknowledges that purchases made at GFS Marketplace stores or delivered directly may be electronic transactions. In the event of an electronic transaction, Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Agreement. If Customer selects GFS Experience™, the use of Customer's user identification name and password hereby constitutes an electronic signature in accordance with the Electronic Signatures in the Global and National Commerce Act of 2000, authorizing access to such information. Customer accepts full responsibility for any transaction initiated through Customer's user identification name under the GFS Experience application.
8. This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of terms, extensions of credit, and any extensions or forbearance by GFS. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
9. Customer irrevocably agrees that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in the following counties: FL – Orange or Miami-Dade; IL – Cook; KY – Jefferson; OH – Lucas or Cuyahoga; MO – St. Louis; PA – Allegheny or Philadelphia; TN – Knox or Davidson; WI – Milwaukee. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.
10. If GFS grants credit terms to Customer pursuant to this agreement, then Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors ("Collateral") to secure payment of all goods purchased on credit, without limitation, from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

Applicant's Signature: Kristine Frost Title: Accts MGR Date: 12/23/2015
 Name Printed: Kristine Frost

PERSONAL GUARANTY

The undersigned unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") whether or not contemplated at the time of execution of this Guaranty. All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require Creditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorney fees and all other costs incurred in the collection of any indebtedness owed by Customer. Until such time Creditor receives payment in full of all indebtedness owed by Customer to Creditor, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have now or in the future against Customer to recover any monies that are recovered from Guarantors under the guaranty. Guarantor in addition agrees to be bound by paragraphs four, nine and ten of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.

Signed: _____ Printed Name: _____ Date: _____
 Witness: _____ Witness: _____

ONLINE ORDERING AND ACCOUNTING

GFS Experience™ offers you the ability to place orders and pay invoices online through our secured application. When you elect to pay online, you will also be given access to view and print your prior transactions. You can obtain more information about these services from your GFS representative or by checking the appropriate box below. These services are currently not available to GFS Marketplace customers.

- ☐ **ORDERING:** I would like more information about placing orders online using GFS Experience.
- ☐ **ORDERING AND ACCOUNTING:** I would like more information about ordering and paying online using GFS Experience with My Account.

CONTINUING SERVICE CARD

All of our customers may purchase product from any of our Gordon Food Service Marketplace Stores by providing your account information. However, you will be responsible for all purchases made on your account regardless of whether the purchases were made by an authorized individual. You may elect to have your account secured, for identification purposes, and we will provide you with continuing service cards. If you select the security/identification option, you may only use your account at our Marketplace Stores if you present your continuing service card to our sales associate at the point of sale.

User Preference: ☐ I would like my account set up with the **SECURITY/I.D. OPTION** and understand that I am responsible to issue cards to my designated purchasers. I understand that I am responsible for all purchases made using my card.

Invoice Options: In addition to a register receipt with all pertinent invoice information, I want (Please select only one):

- ☒ An e-mailed invoice to ap@barflyventures.com A faxed invoice to: _____
- ☐ Only my register receipt as an invoice showing purchase information.

Send Cards to: ☐ Delivery Address ☐ Bill to Address ☐ Other: _____

CUSTOMER CLASSIFICATION

(Please choose only one below):

Eating and Drinking Places

- ☐ Family Restaurant ☐ White Tablecloth ☐ Truck Stop
- ☐ Fast Service ☒ Tavern/Bar ☐ Pizzeria
- ☐ Ice Cream Shop ☐ Delicatessen ☐ Cafeteria

Amusement and Recreation

- ☐ Golf Club (Public) ☐ Ski Resort ☐ Bowling Alley
- ☐ Golf Club (Private) ☐ Stadium ☐ Theme Park
- ☐ Health/Athletic Club ☐ Fair/Festival ☐ Theater

Hotels and Others

- ☐ Hotels
- ☐ Motels
- ☐ Resort
- ☐ Inn
- ☐ Passenger Ship

Food Stores

- ☐ Convenience Store ☐ Bakery
- ☐ In-Store Deli ☐ GFS Store
- ☐ In-Store Restaurant
- ☐ Snack Bar
- ☐ General Retail

Business Services

- ☐ Catering ☐ Int'l Resort Hotel
- ☐ Vending ☐ Int'l Redistribution
- ☐ Redistribution ☐ Co-op
- ☐ Small Business ☐ Office
- ☐ In-plant

Hospitals

- ☐ Acute

Long-Term Care

- ☐ CCRC
- ☐ Skilled Nursing
- ☐ Assisted Living

Other Non-Commercial

- ☐ Government Program ☐ Church ☐ Fund Raiser
- ☐ Community Feeding ☐ Public Facility
- ☐ Service Club ☐ Jails/Prison
- ☐ Transportation ☐ Military Feeding

Schools

- ☐ Day Care
- ☐ Elementary
- ☐ High School

Senior Meal Programs**Sporting/Recreation/Camps****Colleges**

- ☐ 2-Year Private ☐ 4-Year Private
- ☐ 4-Year Community ☐ Fraternity/Sorority
- ☐ 4-Year State

AFFILIATION (choose one):

- ☐ Franchise ☒ National Chain ☐ Parochial ☐ Private/Independent
- ☐ Public/Community ☐ Public/Federal ☐ Public/State

MENU THEME

- ☒ American ☐ Chicken ☐ German ☐ Ice Cream ☐ Mediterranean ☐ Pork ☐ Servibar
- ☐ Asian ☐ Deli ☐ Greek ☐ Italian ☐ Mexican ☐ Poultry ☐ Steak
- ☐ Bakery ☐ Eggs ☐ Hamburger ☐ Kosher ☐ Non-Food ☐ Ribs ☐ Vegetarian
- ☐ Beef ☐ French ☐ Health ☐ Latin ☐ Pizza ☐ Seafood

MANAGEMENT (choose one):

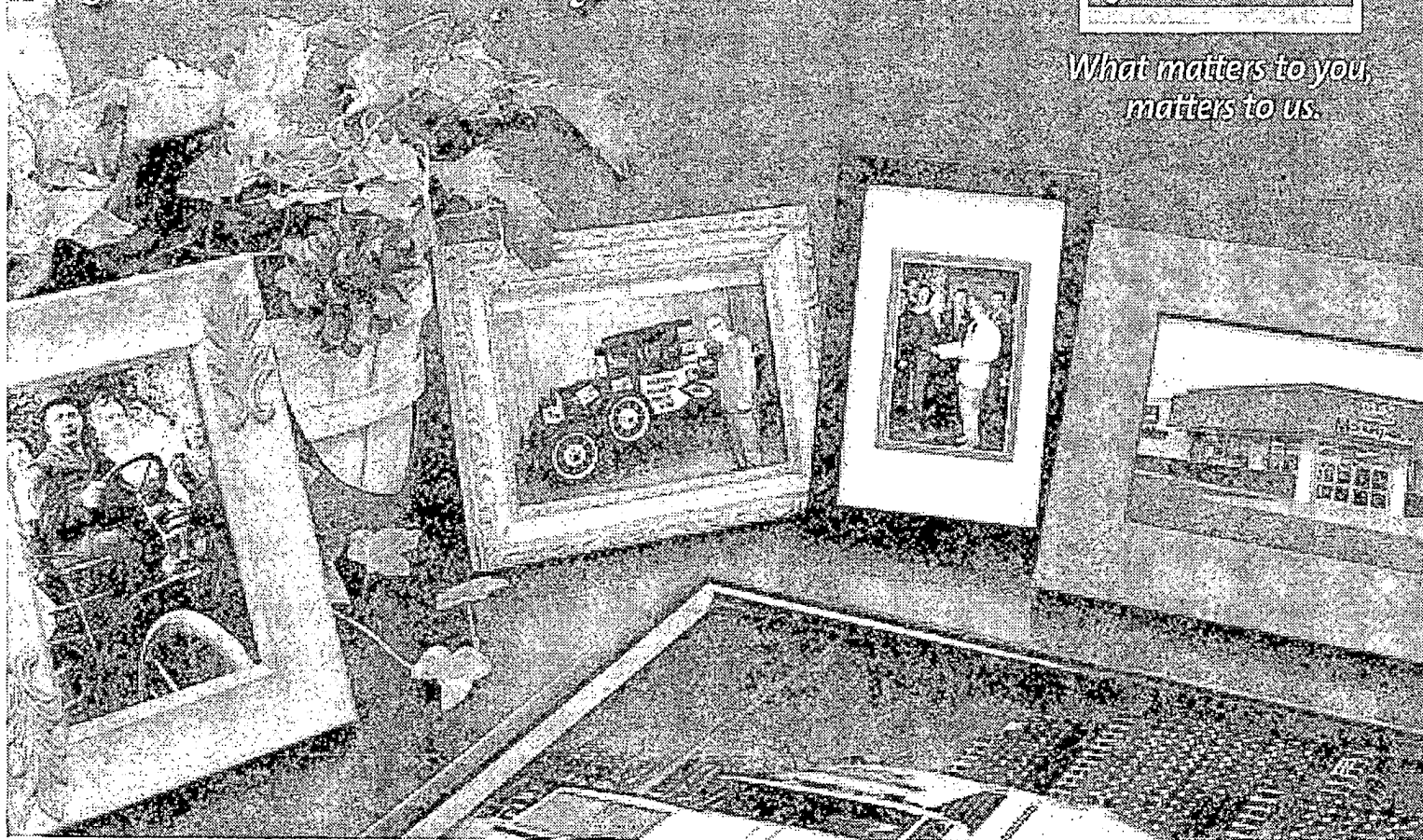
- ☐ Owner/Operator ☐ Independent ☐ Contracted Food Services

*Serving our customers
for more than 100 years.*

GFS

gordon food service

*What matters to you,
matters to us.*



CUSTOMER ACCOUNT APPLICATION

Please check the appropriate division and return the completed application to the designated location.



- ☐ Gordon Food Service® (Non-Commercial and Chains), PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
 - ☐ Non-Commercial
 - ☐ Chains National
 - ☐ Chains Greenville, SC
 - ☐ Chains Ocala, FL
- ☐ Great Lakes East Division (Commercial), 8040 Kensington Court, Brighton, MI, 48116, phone: (248) 446-8348, fax (248) 486-4222
- ☐ Great Lakes West Division (Commercial), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Ohio Valley Division (Commercial), 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Central States Division (Commercial), 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Florida Division (Commercial), 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2844, fax: (305) 459-8746
- ☐ GFS Marketplace®, PO Box 1562, Grand Rapids, MI, 49501, phone: (800) 968-6109, fax: (616) 717-9610



Marketplace

Section to be completed by Customer Development Specialist or GFS Marketplace Store Manager

Sales No.: _____ Store No.: _____

Does the customer have other accounts with Gordon Food Service? If so, please provide account numbers: _____

Change of owner? If so, please provide the current customer number: _____

FORM NO.: _____ REV 10/09

INSTRUCTIONS: Please print or type. Fill in all spaces and complete by signing where indicated. The party signing must either be an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. All pages must be fully completed and signed on page four in order to complete the account approval process.

Trade Name (Location Name)		Telephone No.	Fax No.	E-mail Address
Hopcat Louisville				
Delivery Address		City/State	Zip Code	Country
1064 Bardston Rd		Louisville, KY	40204	
Billing Address (If different from delivery address)		City/State	Zip Code	Telephone No.
35 Oaks SW Ste 400		Grand Rapids MI	49503	(616) 965-9780

Corporate/Legal Name ("Customer") PLEASE PROVIDE LEGAL ENTITY NAME, ADDRESS AND INFORMATION BELOW:

☐ Corporation: _____, INC Address: _____

☒ Limited Liability Co.: Hopcat Louisville, LLC City/State/Zip: Louisville KY 40204

☐ Limited Partnership: _____, LP Telephone No.: ()

☐ Proprietorship: _____ Fax No.: ()

☐ General Partnership: _____ E-Mail Address: _____

☐ Other: _____ Date Current Owner Took Over: _____

Complete the following for all partners, members, or individual owner(s)/principal(s):

Name	Title	Name	Title
Home Address	City/State	Home Address	City/State
()	()	()	()
Zip Code	Phone No.	Zip Code	Phone No.
Social Security No.	Driver's License No. & State	Social Security No.	Driver's License No. & State
Signature	Date	Signature	Date

(Please list any additional partners, members or principals on a separate sheet)

Will you provide current financials? ☐ Yes ☒ No (If yes, please attach most recent financial statements)

Terms Requested: ☐ C.O.D. ☐ Weekly ☒ Other: _____

Average Weekly Purchases: \$ _____

Payment Method: ☐ Cash ☐ Check ☐ GFS Easy Pay (Must complete electronic funds transfer agreement)

Trade References: 1) _____ ()		2) _____ ()	
Business Name	Phone No.	Business Name	Phone No.
3) _____ ()		4) _____ ()	
Business Name	Phone No.	Business Name	Phone No.

Banking Info.: Mercantile Bank ()

Name of Bank	Account No.	City/State	Phone No.
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Tax Exempt Status: ☐ Resale Only ☐ All Sales

Tax Exempt No.: _____

(A copy of your Tax Certificate and/or Letter is required)

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. All prices quoted or billed are cash prices and do not include credit terms. Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to Gordon Food Service, Inc., GFS Central States, LLC and GFS Florida, LLC ("GFS") or its affiliates or assigns, as an element of damages, all expenses for collection including actual attorney fees. GFS retains all rights of set off against any amounts or credits owed to Customer.
2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. If Customer provides GFS with key access for early or after hours delivery ("Key Drop"), Customer hereby waives any and all claims, actions or suits against GFS arising out of or in any way connected to the Key Drop delivery. Unless disputed in writing within 30 days from invoice date, any claim that goods were not delivered is waived by Customer.
3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
4. The Customer, Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
5. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
6. If any check, draft, EFT, ACH or any other order of payment ("Transaction") payable to GFS is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.
7. The Customer acknowledges that purchases made at GFS Marketplace stores or delivered directly may be electronic transactions. In the event of an electronic transaction, Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Agreement. If Customer selects GFS ExperienceSM, the use of Customer's user identification name and password hereby constitutes an electronic signature in accordance with the Electronic Signatures in the Global and National Commerce Act of 2000, authorizing access to such information. Customer accepts full responsibility for any transaction initiated through Customer's user identification name under the GFS Experience application.
8. This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of terms, extensions of credit, and any extensions or forbearance by GFS. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
9. Customer irrevocably agrees that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in the following counties: FL – Orange or Miami-Dade; IL – Cook; KY – Jefferson; OH – Lucas or Cuyahoga; MO – St. Louis; PA – Allegheny or Philadelphia; TN – Knox or Davidson; WI – Milwaukee. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.
10. If GFS grants credit terms to Customer pursuant to this agreement, then Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors ("Collateral") to secure payment of all goods purchased on credit, without limitation, from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

Applicant's Signature: _____

Title: CFO

Date: 4/18/2016

Name Printed: LISA MILLER

PERSONAL GUARANTY

The undersigned unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") whether or not contemplated at the time of execution of this Guaranty. All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require Creditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorney fees and all other costs incurred in the collection of any indebtedness owed by Customer. Until such time Creditor receives payment in full of all indebtedness owed by Customer to Creditor, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have now or in the future against Customer to recover any monies that are recovered from Guarantors under the guaranty. Guarantor in addition agrees to be bound by paragraphs four, nine and ten of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.

Signed: _____

Printed Name: _____

Date: _____

Witness: _____

Witness: _____

ONLINE ORDERING AND ACCOUNTING

GFS Experience™ offers you the ability to place orders and pay invoices online through our secured application. When you elect to pay online, you will also be given access to view and print your prior transactions. You can obtain more information about these services from your GFS representative or by checking the appropriate box below. These services are currently not available to GFS Marketplace customers.

- ☐ **ORDERING:** I would like more information about placing orders online using GFS Experience.
- ☐ **ORDERING AND ACCOUNTING:** I would like more information about ordering and paying online using GFS Experience with My Account.

CONTINUING SERVICE CARD

All of our customers may purchase product from any of our Gordon Food Service Marketplace Stores by providing your account information. However, you will be responsible for all purchases made on your account regardless of whether the purchases were made by an authorized individual. You may elect to have your account secured, for identification purposes, and we will provide you with continuing service cards. If you select the security/identification option, you may only use your account at our Marketplace Stores if you present your continuing service card to our sales associate at the point of sale.

User Preference: ☐ I would like my account set up with the **SECURITY/I.D. OPTION** and understand that I am responsible to issue cards to my designated purchasers. I understand that I am responsible for all purchases made using my card.

Invoice Options: In addition to a register receipt with all pertinent invoice information, I want (Please select only one):

☒ An e-mailed invoice to apa@barkflyventures.com A faxed invoice to: _____

☐ Only my register receipt as an invoice showing purchase information.

Send Cards to: ☐ Delivery Address ☐ Bill to Address ☐ Other: _____

CUSTOMER CLASSIFICATION

(Please choose only one below):

Eating and Drinking Places

- ☐ Family Restaurant ☐ White Tablecloth
☐ Fast Service ☒ Tavern/Bar
☐ Ice Cream Shop ☐ Delicatessen

Hotels and Others

- ☐ Hotels ☐ Convenience Store
☐ Motels ☐ In-Store Deli
☐ Resort ☐ In-Store Restaurant
☐ Inn ☐ Snack Bar
☐ Passenger Ship ☐ General Retail

Hospitals

- ☐ Acute

Long-Term Care

- ☐ CCRC
☐ Skilled Nursing
☐ Assisted Living

Schools

- ☐ Day Care
☐ Elementary
☐ High School

Senior Meal Programs**Sporting/Recreation/Camps****Amusement and Recreation**

- ☐ Golf Club (Public) ☐ Ski Resort ☐ Bowling Alley
☐ Golf Club (Private) ☐ Stadium ☐ Theme Park
☐ Health/Athletic Club ☐ Fair/Festival ☐ Theater

Business Services

- ☐ Catering ☐ Int'l Resort Hotel
☐ Vending ☐ Int'l Redistribution
☐ Redistribution ☐ Co-op
☐ Small Business ☐ Office
☐ In-plant

Other Non-Commercial

- ☐ Government Program ☐ Church ☐ Fund Raiser
☐ Community Feeding ☐ Public Facility
☐ Service Club ☐ Jails/Prison
☐ Transportation ☐ Military Feeding

Colleges

- ☐ 2-Year Private ☐ 4-Year Private
☐ 4-Year Community ☐ Fraternity/Sorority
☐ 4-Year State

AFFILIATION (choose one):

- ☐ Franchise ☐ National Chain ☐ Parochial ☐ Private/Independent
☐ Public/Community ☐ Public/Federal ☐ Public/State

MENU THEME

- ☒ American ☐ Chicken ☐ German ☐ Ice Cream ☐ Mediterranean ☐ Pork ☐ Servibar
☐ Asian ☐ Deli ☐ Greek ☐ Italian ☐ Mexican ☐ Poultry ☐ Steak
☐ Bakery ☐ Eggs ☐ Hamburger ☐ Kosher ☐ Non-Food ☐ Ribs ☐ Vegetarian
☐ Beef ☐ French ☐ Health ☐ Latin ☐ Pizza ☐ Seafood

MANAGEMENT (choose one):

- ☐ Owner/Operator ☐ Independent ☐ Contracted Food Services

*Serving our customers
for more than 100 years.*



*What matters to you,
matters to us.*



CUSTOMER ACCOUNT APPLICATION

Please check the appropriate division and return the completed application to the designated location.



- ☐ Gordon Food Service® (Non-Commercial and Chains), PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
 - ☐ Non-Commercial
 - ☐ Chains National
 - ☐ Chains Greenville, SC
 - ☐ Chains Ocala, FL
- ☐ Great Lakes East Division (Commercial), 8040 Kensington Court, Brighton, MI, 48116, phone: (248) 446-8348, fax (248) 486-4222
- ☐ Great Lakes West Division (Commercial), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Ohio Valley Division (Commercial), 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Central States Division (Commercial), 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Florida Division (Commercial), 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2844, fax: (305) 459-8746



Marketplace

- ☐ GFS Marketplace®, PO Box 1562, Grand Rapids, MI, 49501, phone: (800) 968-6109, fax: (616) 717-9610

Section to be completed by Customer Development Specialist or GFS Marketplace Store Manager

Sales No.: _____ Store No.: _____

Does the customer have other accounts with Gordon Food Service? If so, please provide account numbers: _____

Change of owner? If so, please provide the current customer number: _____

FORM NO.: _____ REV 10/09

INSTRUCTIONS: Please print or type. Fill in all spaces and complete by signing where indicated. The party signing must either be an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. *All pages must be fully completed and signed on page four in order to complete the account approval process.*

Trade Name (Location Name) <u>Hopcat-Madison</u>		Telephone No. () ()	Fax No. () ()	E-mail Address
Delivery Address <u>222 West Gorham</u>		City/State <u>Madison WI</u>	Zip Code <u>53703</u>	Country <u>US</u>
Billing Address (If different from delivery address)		City/State	Zip Code	Telephone No. () ()

Corporate/Legal Name ("Customer") PLEASE PROVIDE LEGAL ENTITY NAME, ADDRESS AND INFORMATION BELOW:

☐ Corporation : _____, INC Address: _____

☒ Limited Liability Co.: Hopcat-Madison, LLC City/State/Zip: _____

☐ Limited Partnership: _____, LP Telephone No.: () ()

☐ Proprietorship: _____ Fax No.: () ()

☐ General Partnership: _____ E-Mail Address: _____

☐ Other: _____ Date Current Owner Took Over: _____

Complete the following for all partners, members, or individual owner(s)/principal(s):

Name	Title	Name	Title
Home Address	City/State	Home Address	City/State
Zip Code	Phone No.	Zip Code	Phone No.
Social Security No.	Driver's License No. & State	Social Security No.	Driver's License No. & State
Signature	Date	Signature	Date

(Please list any additional partners, members or principals on a separate sheet)

Will you provide current financials? ☐ Yes ☐ No (If yes, please attach most recent financial statements)

Terms Requested: ☐ C.O.D. ☐ Weekly ☐ Other: _____

Average Weekly Purchases: \$ _____

Payment Method: ☐ Cash ☐ Check ☐ GFS Easy Pay (Must complete electronic funds transfer agreement)

Trade References: 1) _____ 2) _____
 Business Name Phone No. Business Name Phone No.
 3) _____ 4) _____
 Business Name Phone No. Business Name Phone No.

Banking Info.: _____
 Name of Bank Account No. City/State Phone No.

Tax Exempt Status: ☐ Resale Only ☐ All Sales Tax Exempt No.: _____
 (A copy of your Tax Certificate and/or Letter is required)

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. All prices quoted or billed are cash prices and do not include credit terms. Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to Gordon Food Service, Inc., GFS Central States, LLC and GFS Florida, LLC ("GFS") or its affiliates or assigns, as an element of damages, all expenses for collection including actual attorney fees. GFS retains all rights of set off against any amounts or credits owed to Customer.
2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. If Customer provides GFS with key access for early or after hours delivery ("Key Drop"), Customer hereby waives any and all claims, actions or suits against GFS arising out of or in any way connected to the Key Drop delivery. Unless disputed in writing within 30 days from invoice date, any claim that goods were not delivered is waived by Customer.
3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
4. The Customer, Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
5. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
6. If any check, draft, EFT, ACH or any other order of payment ("Transaction") payable to GFS is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.
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8. This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of terms, extensions of credit, and any extensions or forbearance by GFS. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
9. Customer irrevocably agrees that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in the following counties: FL - Orange or Miami-Dade; IL - Cook; KY - Jefferson; OH - Lucas or Cuyahoga; MO - St. Louis; PA - Allegheny or Philadelphia; TN - Knox or Davidson; WI - Milwaukee. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.
10. If GFS grants credit terms to Customer pursuant to this agreement, then Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors ("Collateral") to secure payment of all goods purchased on credit, without limitation, from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

Applicant's Signature: Kristine Frost Title: Accts Mgr Date: 5/17/2015
 Name Printed: Kristine Frost

PERSONAL GUARANTY

The undersigned unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") whether or not contemplated at the time of execution of this Guaranty. All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require Creditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorney fees and all other costs incurred in the collection of any indebtedness owed by Customer. Until such time Creditor receives payment in full of all indebtedness owed by Customer to Creditor, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have now or in the future against Customer to recover any monies that are recovered from Guarantors under the guaranty. Guarantor in addition agrees to be bound by paragraphs four, nine and ten of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.

Signed: _____ Printed Name: _____ Date: _____
 Witness: _____ Witness: _____

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- ☐ **ORDERING:** I would like more information about placing orders online using GFS Experience.
- ☐ **ORDERING AND ACCOUNTING:** I would like more information about ordering and paying online using GFS Experience with My Account.

CONTINUING SERVICE CARD

All of our customers may purchase product from any of our Gordon Food Service Marketplace Stores by providing your account information. However, you will be responsible for all purchases made on your account regardless of whether the purchases were made by an authorized individual. You may elect to have your account secured, for identification purposes, and we will provide you with continuing service cards. If you select the security/identification option, you may only use your account at our Marketplace Stores if you present your continuing service card to our sales associate at the point of sale.

User Preference: ☐ I would like my account set up with the **SECURITY/I.D. OPTION** and understand that I am responsible to issue cards to my designated purchasers. I understand that I am responsible for all purchases made using my card.

Invoice Options: In addition to a register receipt with all pertinent invoice information, I want (Please select only one):

- ☒ An e-mailed invoice to: ap@brkventures.com ☐ A faxed invoice to: _____
- ☐ Only my register receipt as an invoice showing purchase information.

Send Cards to: ☐ Delivery Address ☐ Bill to Address ☐ Other: _____

CUSTOMER CLASSIFICATION

(Please choose only one below):

Eating and Drinking Places

- ☐ Family Restaurant ☐ White Tablecloth ☐ Truck Stop
- ☐ Fast Service ☐ Tavern/Bar ☐ Pizzeria
- ☐ Ice Cream Shop ☐ Delicatessen ☐ Cafeteria

Hotels and Others

- ☐ Hotels
- ☐ Motels
- ☐ Resort
- ☐ Inn
- ☐ Passenger Ship

Food Stores

- ☐ Convenience Store
- ☐ In-Store Deli
- ☐ In-Store Restaurant
- ☐ Snack Bar
- ☐ General Retail

- ☐ Bakery
- ☐ GFS Store

Amusement and Recreation

- ☐ Golf Club (Public) ☐ Ski Resort ☐ Bowling Alley
- ☐ Golf Club (Private) ☐ Stadium ☐ Theme Park
- ☐ Health/Athletic Club ☐ Fair/Festival ☐ Theater

Business Services

- ☐ Catering ☐ Int'l Resort Hotel
- ☐ Vending ☐ Int'l Redistribution
- ☐ Redistribution ☐ Co-op
- ☐ Small Business ☐ Office
- ☐ In-plant

Hospitals

- ☐ Acute

Long-Term Care

- ☐ CCRC
- ☐ Skilled Nursing
- ☐ Assisted Living

Other Non-Commercial

- ☐ Government Program ☐ Church ☐ Fund Raiser
- ☐ Community Feeding ☐ Public Facility
- ☐ Service Club ☐ Jails/Prison
- ☐ Transportation ☐ Military Feeding

Schools

- ☐ Day Care
- ☐ Elementary
- ☐ High School

Senior Meal Programs**Sporting/Recreation/Camps****Colleges**

- ☐ 2-Year Private ☐ 4-Year Private
- ☐ 4-Year Community ☐ Fraternity/Sorority
- ☐ 4-Year State

AFFILIATION (choose one):

- ☐ Franchise ☐ National Chain ☐ Parochial ☐ Private/Independent
- ☐ Public/Community ☐ Public/Federal ☐ Public/State

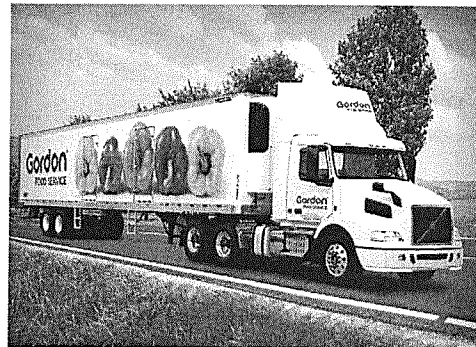
MENU THEME

- ☐ American ☐ Chicken ☐ German ☐ Ice Cream ☐ Mediterranean ☐ Pork ☐ Servibar
- ☐ Asian ☐ Deli ☐ Greek ☐ Italian ☐ Mexican ☐ Poultry ☐ Steak
- ☐ Bakery ☐ Eggs ☐ Hamburger ☐ Kosher ☐ Non-Food ☐ Ribs ☐ Vegetarian
- ☐ Beef ☐ French ☐ Health ☐ Latin ☐ Pizza ☐ Seafood

MANAGEMENT (choose one):

- ☐ Owner/Operator ☐ Independent ☐ Contracted Food Services

Serving your success, at your door or at our store.



- Serving and caring for foodservice customers for over 115 years.
- A family company committed to building partnerships.
- Quality foodservice products and the choices you need to succeed.
- Services that help you achieve your goals and make dreams a reality.

Gordon
FOOD SERVICE

Gordon
FOOD SERVICE STORE

Customer Account Application

Please return your completed application to the servicing Gordon Food Service™ company checked below.

- ☐ Non-Commercial and National Chains*, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Gordon Food Service Store™, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 905-4074, fax: (616) 717-9610

Gordon Food Service, Inc.

- ☐ Allegheny Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Carolinas Division, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Great Lakes Division (Brighton), 8040 Kensington Court, Brighton, MI, 48116, phone: (616) 717-6359, fax: (616) 486-4222
- ☐ Great Lakes Division (Clay Ave), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Great Lakes West Division, PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Mid-Atlantic Division, 100 Commerce Drive, Newark, DE, 19713, phone: (410) 273-3524, fax: (616) 717-9881
- ☐ Ohio Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215

GFS Central States, LLC

- ☐ Central States Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Southeast Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091

GFS Florida, LLC

- ☐ Florida Division, 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2906, fax: (305) 459-8746

Glazier Foods Company

- ☐ Glazier Division, 11303 Antoine Dr., Houston, TX, 77066, phone: (800) 989-6411, fax: (616) 717-9020

Perkins Paper, LLC

- ☐ Perkins Division, 630 John Hancock Rd., Taunton, MA, 02780, phone: (774) 226-1500, fax: (774) 226-1782

* Non-Commercial and National Chain customers may be serviced by one or more of the foregoing companies. National Chain customers may also be serviced by GFS Chain Alliance, LLC.

** Florida stores are operated by GFS Stores, LLC, and all others are operated by GFS Marketplace, LLC.

Section to be completed by Customer Development Specialist or Gordon Food Service Store Manager

Sales No.: _____ Store No.: _____

Does the customer have other accounts with Gordon Food Service? If so, please provide account numbers: _____

Change of owner? If so, please provide the current customer number: _____

Please provide your delivery and billing information.

LOCATION NAME: <u>B Hopcat Minneapolis</u> <small>This is the common name or DBA of your business.</small>		OWNERSHIP: _____ <small>Length of time owned.</small>
A/P CONTACT: <u>Denise Williams</u>		EMAIL: <u>ap@barflyventures.com</u>
DELIVERY ADDRESS		BILLING ADDRESS <input type="checkbox"/> Check if the same as delivery address.
ADDRESS: <u>415 NICOLLE H Mall</u>		ADDRESS: <u>35 Oakes SW #400</u>
CITY: <u>Minneapolis</u>		CITY: <u>Grand Rapids</u>
STATE: <u>MN</u> ZIP: <u>55401</u> COUNTRY: _____	STATE: <u>MI</u> ZIP: <u>49503</u> COUNTRY: _____	
PHONE: _____ FAX: _____	PHONE: _____ FAX: _____	

Please provide all of the information below for the legal owner of your business ("Customer").

ENTITY TYPE: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> LP/LLP <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other: _____			
ENTITY NAME: <u>BarFly Ventures</u>		STATE FILED: _____	
ADDRESS: <u>35 Oakes SW #400</u>		PHONE: _____ FAX: _____	
CITY: <u>Grand Rapids</u>		STATE: <u>MI</u> ZIP: <u>49503</u> COUNTRY: <u>US</u>	
OWNER/OFFICER/MEMBER INFORMATION			
NAME: _____ TITLE: _____		NAME: _____ TITLE: _____	
ADDRESS: _____		ADDRESS: _____	
CITY: _____		CITY: _____	
STATE: _____ ZIP: _____ PHONE: _____	STATE: _____ ZIP: _____ PHONE: _____		
SSN: _____ <small>Social Security Number</small>	DL: _____ <small>Driver's License Number & State</small>	SSN: _____ <small>Social Security Number</small>	DL: _____ <small>Driver's License Number & State</small>
SIGNED: _____ DATE: _____	SIGNED: _____ DATE: _____		

The signor(s) above each consent to the release of his/her personal credit information as set forth in paragraph six of the General Provisions and Security Agreement.

Please provide the financial and purchasing information requested below.

What payment terms are you requesting? <input type="checkbox"/> C.O.D. <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Other: _____	
What are your estimated weekly purchases from Gordon Food Service? \$ <u>15,000</u>	
What is your tax-exempt status? <input type="checkbox"/> Resale Certificate* <input type="checkbox"/> Fully Exempt Entity** <input type="checkbox"/> None <input type="checkbox"/> Direct Pay Permit*** <input type="checkbox"/> Federal Government <small>*Include a copy of resale certificate **Include evidence of tax exempt status ***Include a copy of direct pay permit</small>	
Please provide your Federal Tax Identification Number (a/k/a EIN): <u>[REDACTED] 8002</u>	
Do you require a purchase order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If you would like a statement, please specify the following: Frequency: <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly Method: <input type="checkbox"/> EMail: _____ <input type="checkbox"/> Fax: _____	
Please provide your banking information below.	
BANK: <u>Mercantile Bank</u>	ACCOUNT NO.: <u>[REDACTED] 8064</u> PHONE: _____
Please provide your supplier and trade references below.	
NAME: _____	ACCOUNT NO.: _____ PHONE: _____
NAME: _____	ACCOUNT NO.: _____ PHONE: _____
NAME: _____	ACCOUNT NO.: _____ PHONE: _____

Please let us know your interest in our ordering and payment services.

Gordon Experience™ offers you the ability to place orders, pay invoices and access other account services through our secure online application. Gordon Food Service Easy Pay is a convenient payment method that takes away the worry and hassle of processing checks by providing automatic processing of your payments through electronic funds transfer. Please let us know what services you would like more information about.

GORDON EXPERIENCE: ☐ Yes, please send me more information about Gordon Food Service Experience.

GORDON FOOD SERVICE EASY PAY: ☐ Yes, please send me more information about Gordon Food Service Easy Pay.

Select your preferences for purchases made at a Gordon Food Service Store.

Gordon Food Service is proud to offer you the option to use your account to purchase from your local Gordon Food Service Store. Your account will be automatically enrolled in our standard service and you may make purchases by providing your account information. You will be responsible for all purchases made with your account information, regardless of whether the purchases were made by an authorized individual. You also may elect to have identification cards issued, and we will provide you with continuing service cards.

CARD OPTION: ☐ Yes, please issue me continuing service cards. I understand that I am responsible to issue the cards to my designated purchasers, and that I am responsible for all purchases made using the card. Please deliver my cards to:

☐ Delivery Address ☐ Billing Address ☐ Other: _____

INVOICE OPTION: You will automatically receive a receipt with all pertinent invoice information at the time of purchase. You may also select one other option:

☒ An invoice emailed to: apd@barflyventures.com

☐ An invoice faxed to: _____

Please help us to better serve you by providing some information about your business.

Customer Classification (Please choose only one)Eating and Drinking

- ☐ Family Restaurant
☐ Fast Service
☐ Ice Cream Shop
☐ White Tablecloth
☒ Tavern/Bar
☐ Delicatessen
☐ Truck Stop
☐ Pizzeria
☐ Cafeteria

Amusement and Rec.

- ☐ Public Golf Club
☐ Private Golf Club
☐ Health Club
☐ Ski Resort
☐ Stadium
☐ Fair/Festival
☐ Bowling Center
☐ Theme Park
☐ Theater

Business Services

- ☐ Catering
☐ Vending
☐ Redistribution
☐ Small Business
☐ In-Plant
☐ Int'l Resort
☐ Int'l Redistribution
☐ Co-operative
☐ Office

Non-Commercial

- ☐ Gov. Program
☐ Comm. Feeding
☐ Service Club
☐ Transportation
☐ Church
☐ Public Facility
☐ Jail/Prison
☐ Military
☐ Fundraiser

Food Stores

- ☐ Convenience Store
☐ In-Store Deli
☐ In-Store Restaurant
☐ Snack Bar
☐ General Retail
☐ Bakery
☐ Gordon Food Service Store
☐ Doughnut/Coffee Shop
☐ Supermarkets

Hospitality

- ☐ Hotel
☐ Motel
☐ Resort
☐ Inn
☐ Passenger Ship

Colleges

- ☐ 2-Year Private
☐ 4-Year Community
☐ 4-Year State
☐ 4-Year Private
☐ Fraternity/Sorority

Long-Term Care

- ☐ CCRC
☐ Skilled Nursing
☐ Assisted Living

Schools

- ☐ Day Care
☐ Elementary
☐ High School

Other

- ☐ Hospital - Acute
☐ Camp
☐ Senior Meals

Affiliation (Please choose only one)

- ☐ Franchise ☐ National Chain ☐ Public/Community ☐ Private/Independent ☐ Public/State
☐ Public/Federal ☐ Parochial

Menu Theme

- ☐ American ☐ Eggs ☐ Ice Cream ☐ Non-Food ☐ Steak
☐ Asian ☐ French ☐ Italian ☐ Pizza ☐ Vegetarian
☐ Bakery ☐ German ☐ Kosher ☐ Pork
☐ Beef ☐ Greek ☐ Latin ☐ Ribs
☐ Chicken ☐ Hamburger ☐ Mediterranean ☐ Seafood
☐ Deli ☐ Health ☐ Mexican ☐ Servibar

Management (Please choose only one)

- ☐ Owner/Operator ☐ Independent ☐ Contracted Food Services

NOTICE REQUIRED BY FEDERAL LAW. This notice is for non-trade applicants. If this Application is not approved in full or if any other adverse action is taken with respect to applicant's credit with Gordon Food Service, applicant has the right to request within sixty (60) days of Gordon Food Service's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. The Customer agrees to pay for all goods and services ordered or procured from Gordon Food Service, Inc. or one or more of its current or future subsidiaries or affiliates ("GFS") on the terms set forth in this Customer Account Application (this "Application"). Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, the Customer agrees to pay to GFS or its assign, as an element of damages, all expenses of collection including actual attorneys' fees. GFS retains all rights of set off against any amounts or credits owed to the Customer.
2. The Customer agrees to be bound by the general provisions of this Application and those contained on GFS' invoices. These terms and conditions shall be the exclusive terms with respect to the sale and purchase of goods and any terms contained in or referenced by the Customer's purchase orders or any other documents of the Customer are rejected and non-binding on GFS.
3. All credit terms extended to the Customer are subject to change and can be amended at the sole discretion of GFS, at any time. The Customer consents to all changes of credit terms, extensions of credit, and any extensions or forbearance by GFS. This Application does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS may cease providing goods and services to the Customer at any time. Prices of products or other goods or services provided by GFS are not guaranteed until established on an invoice at the time of delivery. GFS must be notified in writing within 30 days of the invoice date of any claim related to the amounts charged on an invoice or any dispute of the sell price of products and, unless GFS is so notified, such claims are waived.
4. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Unless claimed at the time of delivery (prior to GFS' delivery driver leaving the Customer's location) any claim for damaged, undelivered or non-conforming goods is waived. In the event of a key drop delivery by GFS, such claims must be made by 3:00 p.m. (local time) the following day. If any goods provided are defective, the Customer's sole and exclusive remedy shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes. In no event shall GFS be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or related to the goods and services provided by GFS.
5. GFS may assign and/or sell any accounts receivable or indebtedness owed by the Customer and, in the event of such assignment and/or sale (or any subsequent assignment or sale) any claims, defenses, and counterclaims of every kind and description that the Customer has against GFS is waived as to any transferee, assignee or pledgee. Further, the Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
6. The Customer, the Customer's principals and any Guarantors that sign this Application (the "Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
7. If any check, draft, EFT, ACH or any other order of payment (each, a "Transaction") is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID OR DISHONORED TRANSACTIONS.
8. If the Customer is a franchisee or member of a group purchasing organization (each, an "Organization") and the Customer is purchasing from GFS under a written agreement between GFS and the Organization, then the Customer agrees to abide by and accepts all terms of such agreement as modified, amended or superseded from time to time.
9. All inventory of proprietary goods or goods special ordered (or manufactured) for the Customer or goods not normally stocked, but brought into inventory to service the Customer, must be immediately purchased if the Customer ceases to use such goods or discontinues doing business with GFS.
10. The Customer acknowledges that purchases made at Gordon Food Service Stores or delivered directly may be electronic transactions. In the event of an electronic transaction, the Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. The Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Application.
11. In the event any provision of this Application is held to be invalid, unenforceable or illegal, the other provisions shall remain fully enforceable. The provisions of this Application may only be amended by a written instrument signed by both GFS and the Customer.
12. The Customer and any Guarantors agree that all actions or proceedings arising out of, from, or related to this Application shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. If GFS selects a different forum, then the Customer agrees that venue is proper in any court of competent jurisdiction that GFS selects in the state where the Customer is located or conducting business. To the extent permitted by applicable law, the Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against the Customer and WAIVE TRIAL BY JURY.
13. If GFS grants credit terms to the Customer pursuant to this Application, then the Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors (the "Collateral") to secure payment of all goods purchased on credit from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

PERSONAL GUARANTY

The undersigned (each, a "Guarantor") unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") by the Customer whether or not contemplated at the time of execution of this Personal Guaranty (this "Guaranty"). All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of the Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor further waives (a) the requirement that his/her/their name appear on any invoices; (b) the right to require Creditor to first proceed against the Customer or any other party; (c) the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold; and (d) notice of acceptance of this guaranty. Guarantor agrees to be personally liable for the debts of the Customer and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorneys' fees and all other costs incurred in the collection of any indebtedness owed by the Customer. Until such time Creditor receives payment of all indebtedness owed by the Customer, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have against the Customer to recover any monies that are paid by Guarantor. Guarantor agrees to be bound by paragraphs 2, 5, 6, 9, 12 and 13 of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE GUARANTOR.

SIGNED: _____

DATE: _____

SIGNED: _____

DATE: _____

PRINTED NAME: _____

PRINTED NAME: _____

Witnessed by: _____

whose full name and address is: _____

Serving your success, at your door or at our store.



- Serving and caring for foodservice customers for over 115 years.
- A family company committed to building partnerships.
- Quality foodservice products and the choices you need to succeed.
- Services that help you achieve your goals and make dreams a reality.

Gordon
FOOD SERVICE

Gordon
FOOD SERVICE STORE

Customer Account Application

Please return your completed application to the servicing Gordon Food Service* company checked below.

- ☐ Non-Commercial and National Chains*, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Gordon Food Service Store****, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 905-4074, fax: (616) 717-9610

Gordon Food Service, Inc.

- ☐ Allegheny Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Carolinas Division, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Great Lakes Division (Brighton), 8040 Kensington Court, Brighton, MI, 48116, phone: (616) 717-6359, fax: (248) 406-4222
- ☐ Great Lakes Division (Clay Ave), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Great Lakes West Division, PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Mid-Atlantic Division, 100 Commerce Drive, Newark, DE, 19713, phone: (410) 273-3524, fax: (616) 717-9881
- ☐ Ohio Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215

GFS Central States, LLC

- ☐ Central States Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Southeast Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091

GFS Florida, LLC

- ☐ Florida Division, 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2906, fax: (305) 459-8746

Glazier Foods Company

- ☐ Glazier Division, 11303 Antoine Dr., Houston, TX, 77066, phone: (800) 989-6411, fax: (616) 717-9020

Perkins Paper, LLC

- ☐ Perkins Division, 630 John Hancock Rd., Taunton, MA, 02780, phone: (774) 226-1500, fax: (774) 226-1782

* Non-Commercial and National Chain customers may be serviced by one or more of the foregoing companies. National Chain customers may also be serviced by GFS Chain Alliance, LLC.

** Florida stores are operated by GFS Stores, LLC, and all others are operated by GFS Marketplace, LLC.

Section to be completed by Customer Development Specialist or Gordon Food Service Store Manager

Sales No.: _____ Store No.: _____

Does the customer have other accounts with Gordon Food Service? If so, please provide account numbers: _____

Change of owner? If so, please provide the current customer number: _____

Please provide your delivery and billing information.

LOCATION NAME: <u>Hopcat Port St. Lucie</u>		OWNERSHIP: _____ <small>Length of time owned.</small>	
A/P CONTACT: <u>Denise Willison</u>		EMAIL: <u>Apawbarflyventures.com</u>	
DELIVERY ADDRESS		BILLING ADDRESS <input type="checkbox"/> Check if the same as delivery address.	
ADDRESS: <u>10553 SW Meeting St</u>		ADDRESS: <u>35 Oakes SW #400</u>	
CITY: <u>Port St. Lucie</u>		CITY: <u>Grand Rapids</u>	
STATE: <u>FL</u> ZIP: <u>34987</u> COUNTRY: _____		STATE: <u>MI</u> ZIP: <u>49503</u> COUNTRY: _____	
PHONE: <u>616 965 9780</u> FAX: _____		PHONE: <u>616 965 9780</u> FAX: _____	

Please provide all of the information below for the legal owner of your business ("Customer").

ENTITY TYPE: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> LP/LLP <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other: _____			
ENTITY NAME: <u>Barfly Ventures LLC</u>		STATE FILED: <u>Michigan</u>	
ADDRESS: <u>35 Oakes SW #400</u>		PHONE: <u>616 965 9780</u> FAX: _____	
CITY: <u>Grand Rapids</u>		STATE: <u>MI</u> ZIP: <u>49503</u> COUNTRY: <u>US</u>	
OWNER/OFFICER/MEMBER INFORMATION			
NAME: _____ TITLE: _____		NAME: _____ TITLE: _____	
ADDRESS: _____		ADDRESS: _____	
CITY: _____		CITY: _____	
STATE: _____ ZIP: _____ PHONE: _____		STATE: _____ ZIP: _____ PHONE: _____	
SSN: _____ DL: _____ <small>Social Security Number Driver's License Number & State</small>		SSN: _____ DL: _____ <small>Social Security Number Driver's License Number & State</small>	
SIGNED: _____ DATE: _____		SIGNED: _____ DATE: _____	
The signor(s) above each consent to the release of his/her personal credit information as set forth in paragraph six of the General Provisions and Security Agreement.			

Please provide the financial and purchasing information requested below.

What payment terms are you requesting? <input type="checkbox"/> C.O.D. <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Other: _____	
What are your estimated weekly purchases from Gordon Food Service? \$ <u>15,000</u>	
What is your tax-exempt status? <input type="checkbox"/> Resale Certificate* <input checked="" type="checkbox"/> Fully Exempt Entity** <input type="checkbox"/> None <input type="checkbox"/> Direct Pay Permit*** <input type="checkbox"/> Federal Government <small>*Include a copy of resale certificate **Include evidence of tax exempt status ***Include a copy of direct pay permit</small>	
Please provide your Federal Tax Identification Number (a/k/a EIN): <u>0616</u>	
Do you require a purchase order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If you would like a statement, please specify the following: Frequency: <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly Method: <input type="checkbox"/> EMail: _____ <input type="checkbox"/> Fax: _____	
Please provide your banking information below.	
BANK: <u>Mercantile Bank</u> ACCOUNT NO.: <u>4777</u> PHONE: <u>616 242 7700</u>	
Please provide your supplier and trade references below.	
NAME: _____ ACCOUNT NO.: _____ PHONE: _____	
NAME: _____ ACCOUNT NO.: _____ PHONE: _____	
NAME: _____ ACCOUNT NO.: _____ PHONE: _____	

Please let us know your interest in our ordering and payment services.

Gordon Experience™ offers you the ability to place orders, pay invoices and access other account services through our secure online application. Gordon Food Service Easy Pay is a convenient payment method that takes away the worry and hassle of processing checks by providing automatic processing of your payments through electronic funds transfer. Please let us know what services you would like more information about.

GORDON EXPERIENCE: ☐ Yes, please send me more information about Gordon Food Service Experience.

GORDON FOOD SERVICE EASY PAY: ☐ Yes, please send me more information about Gordon Food Service Easy Pay.

Select your preferences for purchases made at a Gordon Food Service Store.

Gordon Food Service is proud to offer you the option to use your account to purchase from your local Gordon Food Service Store. Your account will be automatically enrolled in our standard service and you may make purchases by providing your account information. You will be responsible for all purchases made with your account information, regardless of whether the purchases were made by an authorized individual. You also may elect to have identification cards issued, and we will provide you with continuing service cards.

CARD OPTION: ☐ Yes, please issue me continuing service cards. I understand that I am responsible to issue the cards to my designated purchasers, and that I am responsible for all purchases made using the card. Please deliver my cards to:

☐ Delivery Address ☐ Billing Address ☐ Other: _____

INVOICE OPTION: You will automatically receive a receipt with all pertinent invoice information at the time of purchase. You may also select one other option:

☐ An invoice emailed to: _____

☐ An invoice faxed to: _____

Please help us to better serve you by providing some information about your business.

Customer Classification (Please choose only one)Eating and Drinking

- ☐ Family Restaurant
☐ Fast Service
☐ Ice Cream Shop
☐ White Tablecloth
☒ Tavern/Bar
☐ Delicatessen
☐ Truck Stop
☐ Pizzeria
☐ Cafeteria

Amusement and Rec.

- ☐ Public Golf Club
☐ Private Golf Club
☐ Health Club
☐ Ski Resort
☐ Stadium
☐ Fair/Festival
☐ Bowling Center
☐ Theme Park
☐ Theater

Business Services

- ☐ Catering
☐ Vending
☐ Redistribution
☐ Small Business
☐ In-Plant
☐ Int'l Resort
☐ Int'l Redistribution
☐ Co-operative
☐ Office

Non-Commercial

- ☐ Gov. Program
☐ Comm. Feeding
☐ Service Club
☐ Transportation
☐ Church
☐ Public Facility
☐ Jail/Prison
☐ Military
☐ Fundraiser

Food Stores

- ☐ Convenience Store
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☐ In-Store Restaurant
☐ Snack Bar
☐ General Retail
☐ Bakery
☐ Gordon Food Service Store
☐ Doughnut/Coffee Shop
☐ Supermarkets

Hospitality

- ☐ Hotel
☐ Motel
☐ Resort
☐ Inn
☐ Passenger Ship

Colleges

- ☐ 2-Year Private
☐ 4-Year Community
☐ 4-Year State
☐ 4-Year Private
☐ Fraternity/Sorority

Long-Term Care

- ☐ CCRC
☐ Skilled Nursing
☐ Assisted Living

Schools

- ☐ Day Care
☐ Elementary
☐ High School

Other

- ☐ Hospital - Acute
☐ Camp
☐ Senior Meals

Affiliation (Please choose only one)

- ☐ Franchise ☐ National Chain ☐ Public/Community ☐ Private/Independent ☐ Public/State
☐ Public/Federal ☐ Parochial

Menu Theme

- ☐ American ☐ Eggs ☐ Ice Cream ☐ Non-Food ☐ Steak
☐ Asian ☐ French ☐ Italian ☐ Pizza ☐ Vegetarian
☐ Bakery ☐ German ☐ Kosher ☐ Pork
☐ Beef ☐ Greek ☐ Latin ☐ Ribs
☐ Chicken ☐ Hamburger ☐ Mediterranean ☐ Seafood
☐ Deli ☐ Health ☐ Mexican ☐ Servibar

Management (Please choose only one)

- ☐ Owner/Operator ☐ Independent ☐ Contracted Food Services

NOTICE REQUIRED BY FEDERAL LAW. This notice is for non-trade applicants. If this Application is not approved in full or if any other adverse action is taken with respect to applicant's credit with Gordon Food Service, applicant has the right to request within sixty (60) days of Gordon Food Service's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. The Customer agrees to pay for all goods and services ordered or procured from Gordon Food Service, Inc. or one or more of its current or future subsidiaries or affiliates ("GFS") on the terms set forth in this Customer Account Application (this "Application"). Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, the Customer agrees to pay to GFS or its assign, as an element of damages, all expenses of collection including actual attorneys' fees. GFS retains all rights of set off against any amounts or credits owed to the Customer.
2. The Customer agrees to be bound by the general provisions of this Application and those contained on GFS' invoices. These terms and conditions shall be the exclusive terms with respect to the sale and purchase of goods and any terms contained in or referenced by the Customer's purchase orders or any other documents of the Customer are rejected and non-binding on GFS.
3. All credit terms extended to the Customer are subject to change and can be amended at the sole discretion of GFS, at any time. The Customer consents to all changes of credit terms, extensions of credit, and any extensions or forbearance by GFS. This Application does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS may cease providing goods and services to the Customer at any time. Prices of products or other goods or services provided by GFS are not guaranteed until established on an invoice at the time of delivery. GFS must be notified in writing within 30 days of the invoice date of any claim related to the amounts charged on an invoice or any dispute of the sell price of products and, unless GFS is so notified, such claims are waived.
4. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Unless claimed at the time of delivery (prior to GFS' delivery driver leaving the Customer's location) any claim for damaged, undelivered or non-conforming goods is waived. In the event of a key drop delivery by GFS, such claims must be made by 3:00 p.m. (local time) the following day. If any goods provided are defective, the Customer's sole and exclusive remedy shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes. In no event shall GFS be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or related to the goods and services provided by GFS.
5. GFS may assign and/or sell any accounts receivable or indebtedness owed by the Customer and, in the event of such assignment and/or sale (or any subsequent assignment or sale) any claims, defenses, and counterclaims of every kind and description that the Customer has against GFS is waived as to any transferee, assignee or pledgee. Further, the Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
6. The Customer, the Customer's principals and any Guarantors that sign this Application (the "Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
7. If any check, draft, EFT, ACH or any other order of payment (each, a "Transaction") is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID OR DISHONORED TRANSACTIONS.
8. If the Customer is a franchisee or member of a group purchasing organization (each, an "Organization") and the Customer is purchasing from GFS under a written agreement between GFS and the Organization, then the Customer agrees to abide by and accepts all terms of such agreement as modified, amended or superseded from time to time.
9. All inventory of proprietary goods or goods special ordered (or manufactured) for the Customer or goods not normally stocked, but brought into inventory to service the Customer, must be immediately purchased if the Customer ceases to use such goods or discontinues doing business with GFS.
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12. The Customer and any Guarantors agree that all actions or proceedings arising out of, from, or related to this Application shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. If GFS selects a different forum, then the Customer agrees that venue is proper in any court of competent jurisdiction that GFS selects in the state where the Customer is located or conducting business. To the extent permitted by applicable law, the Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against the Customer and WAIVE TRIAL BY JURY.
13. If GFS grants credit terms to the Customer pursuant to this Application, then the Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors (the "Collateral") to secure payment of all goods purchased on credit from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

SIGNED:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

PERSONAL GUARANTY

The undersigned (each, a "Guarantor") unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") by the Customer whether or not contemplated at the time of execution of this Personal Guaranty (this "Guaranty"). All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of the Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor further waives (a) the requirement that his/her/their name appear on any invoices; (b) the right to require Creditor to first proceed against the Customer or any other party; (c) the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold; and (d) notice of acceptance of this guaranty. Guarantor agrees to be personally liable for the debts of the Customer and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorneys' fees and all other costs incurred in the collection of any indebtedness owed by the Customer. Until such time Creditor receives payment of all indebtedness owed by the Customer, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have against the Customer to recover any monies that are paid by Guarantor. Guarantor agrees to be bound by paragraphs 2, 5, 6, 9, 12 and 13 of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE GUARANTOR.

SIGNED:_____ DATE:_____ SIGNED:_____ DATE:_____

PRINTED NAME:_____ PRINTED NAME:_____

Witnessed by:_____ whose full name and address is:_____

Serving your success, at your door or at our store.



- Serving and caring for foodservice customers for over 115 years.
- A family company committed to building partnerships.
- Quality foodservice products and the choices you need to succeed.
- Services that help you achieve your goals and make dreams a reality.

Gordon*
FOOD SERVICE

Gordon™
FOOD SERVICE STORE

Customer Account Application

Please return your completed application to the servicing Gordon Food Service* company checked below.

- ☒ Non-Commercial and National Chains*, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Gordon Food Service Store™, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 905-4074, fax: (616) 717-9610

Gordon Food Service, Inc.

- ☐ Allegheny Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Carolinas Division, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☒ Great Lakes Division (Brighton), 8040 Kensington Court, Brighton, MI, 48116, phone: (616) 717-6359, fax: (248) 486-4222
- ☐ Great Lakes Division (Clay Ave), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Great Lakes West Division, PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Mid-Atlantic Division, 100 Commerce Drive, Newark, DE, 19713, phone: (410) 273-3524, fax: (616) 717-9681
- ☐ Ohio Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215

GFS Central States, LLC

- ☐ Central States Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Southeast Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091

GFS Florida, LLC

- ☐ Florida Division, 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2906, fax: (305) 459-8746

Glazier Foods Company

- ☐ Glazier Division, 11303 Antoine Dr., Houston, TX, 77066, phone: (800) 989-6411, fax: (616) 717-9020

Perkins Paper, LLC

- ☐ Perkins Division, 630 John Hancock Rd., Taunton, MA, 02780, phone: (774) 226-1500, fax: (774) 226-1782

* Non-Commercial and National Chain customers may be serviced by one or more of the foregoing companies. National Chain customers may also be serviced by GFS Chain Alliance, LLC.

** Florida stores are operated by GFS Stores, LLC, and all others are operated by GFS Marketplace, LLC.

Section to be completed by Customer Development Specialist or Gordon Food Service Store Manager

Sales No.: 2422 Store No.: _____

Does the customer have other accounts with Gordon Food Service? If so, please provide account numbers: _____

Change of owner? If so, please provide the current customer number: _____

Please provide your delivery and billing information.

LOCATION NAME: <u>Hoprat Royal Oak</u>		OWNERSHIP: _____	
<small>This is the common name or DBA of your business.</small>		<small>Length of time owned.</small>	
A/P CONTACT: <u>Denise Willison</u>		EMAIL: <u>ap@barflyventures.com</u>	
DELIVERY ADDRESS		BILLING ADDRESS <input type="checkbox"/> Check if the same as delivery address.	
ADDRESS: <u>208 W Fifth St</u>		ADDRESS: <u>35 Oakes SW #400</u>	
CITY: <u>Royal Oak</u>		CITY: <u>Grand Rapids</u>	
STATE: <u>MI</u> ZIP: <u>48061</u> COUNTRY: <u>US</u>		STATE: <u>MI</u> ZIP: <u>49503</u> COUNTRY: <u>US</u>	
PHONE: <u>11691059780</u> FAX: _____		PHONE: <u>11691059780</u> FAX: _____	

Please provide all of the information below for the legal owner of your business ("Customer").

ENTITY TYPE: <input checked="" type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> LP/LLP <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other: _____			
ENTITY NAME: <u>Barfly Ventures</u>		STATE FILED: _____	
ADDRESS: <u>35 Oakes SW #400</u>		PHONE: <u>11691059780</u> FAX: _____	
CITY: <u>Grand Rapids</u>		STATE: <u>MI</u> ZIP: <u>49503</u> COUNTRY: <u>US</u>	
OWNER/OFFICER/MEMBER INFORMATION			
NAME: _____ TITLE: _____		NAME: _____ TITLE: _____	
ADDRESS: _____		ADDRESS: _____	
CITY: _____		CITY: _____	
STATE: _____ ZIP: _____ PHONE: _____		STATE: _____ ZIP: _____ PHONE: _____	
SSN: _____ DL: _____ <small>Social Security Number Driver's License Number & State</small>		SSN: _____ DL: _____ <small>Social Security Number Driver's License Number & State</small>	
SIGNED: _____ DATE: _____		SIGNED: _____ DATE: _____	
The signor(s) above each consent to the release of his/her personal credit information as set forth in paragraph six of the General Provisions and Security Agreement.			

Please provide the financial and purchasing information requested below.

What payment terms are you requesting? <input type="checkbox"/> C.O.D. <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Other: _____	
What are your estimated weekly purchases from Gordon Food Service? <u>\$ 5,000</u>	
What is your tax-exempt status? <input type="checkbox"/> Resale Certificate* <input type="checkbox"/> Fully Exempt Entity** <input checked="" type="checkbox"/> None <input type="checkbox"/> Direct Pay Permit*** <input type="checkbox"/> Federal Government	
<small>*Include a copy of resale certificate **Include evidence of tax exempt status ***Include a copy of direct pay permit</small>	
Please provide your Federal Tax Identification Number (a/k/a EIN): <u>1935</u>	
Do you require a purchase order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If you would like a statement, please specify the following: Frequency: <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly	
Method: <input type="checkbox"/> Email: _____ <input type="checkbox"/> Fax: _____	
Please provide your banking information below.	
BANK: <u>Mercantile Bank</u>	ACCOUNT NO.: _____ PHONE: _____
Please provide your supplier and trade references below.	
NAME: _____	ACCOUNT NO.: _____ PHONE: _____
NAME: _____	ACCOUNT NO.: _____ PHONE: _____
NAME: _____	ACCOUNT NO.: _____ PHONE: _____

Please let us know your interest in our ordering and payment services.

Gordon Experience™ offers you the ability to place orders, pay invoices and access other account services through our secure online application. Gordon Food Service Easy Pay is a convenient payment method that takes away the worry and hassle of processing checks by providing automatic processing of your payments through electronic funds transfer. Please let us know what services you would like more information about.

- GORDON EXPERIENCE: ☐ Yes, please send me more information about Gordon Food Service Experience.
- GORDON FOOD SERVICE EASY PAY: ☐ Yes, please send me more information about Gordon Food Service Easy Pay.

Select your preferences for purchases made at a Gordon Food Service Store.

Gordon Food Service is proud to offer you the option to use your account to purchase from your local Gordon Food Service Store. Your account will be automatically enrolled in our standard service and you may make purchases by providing your account information. You will be responsible for all purchases made with your account information, regardless of whether the purchases were made by an authorized individual. You also may elect to have identification cards issued, and we will provide you with continuing service cards.

CARD OPTION: ☐ Yes, please issue me continuing service cards. I understand that I am responsible to issue the cards to my designated purchasers, and that I am responsible for all purchases made using the card. Please deliver my cards to:

- ☐ Delivery Address ☐ Billing Address ☐ Other: _____

INVOICE OPTION: You will automatically receive a receipt with all pertinent invoice information at the time of purchase. You may also select one other option:

- ☐ An invoice emailed to: _____
- ☐ An invoice faxed to: _____

Please help us to better serve you by providing some information about your business.

Customer Classification (Please choose only one)

Eating and Drinking

- ☐ Family Restaurant
- ☐ Fast Service
- ☐ Ice Cream Shop
- ☐ White Tablecloth
- ☒ Tavern/Bar
- ☐ Delicatessen
- ☐ Truck Stop
- ☐ Pizzeria
- ☐ Cafeteria

Amusement and Rec.

- ☐ Public Golf Club
- ☐ Private Golf Club
- ☐ Health Club
- ☐ Ski Resort
- ☐ Stadium
- ☐ Fair/Festival
- ☐ Bowling Center
- ☐ Theme Park
- ☐ Theater

Business Services

- ☐ Catering
- ☐ Vending
- ☐ Redistribution
- ☐ Small Business
- ☐ In-Plant
- ☐ Int'l Resort
- ☐ Int'l Redistribution
- ☐ Co-operative
- ☐ Office

Non-Commercial

- ☐ Gov. Program
- ☐ Comm. Feeding
- ☐ Service Club
- ☐ Transportation
- ☐ Church
- ☐ Public Facility
- ☐ Jail/Prison
- ☐ Military
- ☐ Fundraiser

Food Stores

- ☐ Convenience Store
- ☐ In-Store Deli
- ☐ In-Store Restaurant
- ☐ Snack Bar
- ☐ General Retail
- ☐ Bakery
- ☐ Gordon Food Service Store
- ☐ Doughnut/Coffee Shop
- ☐ Supermarkets

Hospitality

- ☐ Hotel
- ☐ Motel
- ☐ Resort
- ☐ Inn
- ☐ Passenger Ship

Colleges

- ☐ 2-Year Private
- ☐ 4-Year Community
- ☐ 4-Year State
- ☐ 4-Year Private
- ☐ Fraternity/Sorority

Long-Term Care

- ☐ CCRC
- ☐ Skilled Nursing
- ☐ Assisted Living

Schools

- ☐ Day Care
- ☐ Elementary
- ☐ High School

Other

- ☐ Hospital - Acute
- ☐ Camp
- ☐ Senior Meals

Affiliation (Please choose only one)

- ☐ Franchise ☐ National Chain ☐ Public/Community ☐ Private/Independent ☐ Public/State
- ☐ Public/Federal ☐ Parochial

Menu Theme

- ☐ American ☐ Eggs ☐ Ice Cream ☐ Non-Food ☐ Steak
- ☐ Asian ☐ French ☐ Italian ☐ Pizza ☐ Vegetarian
- ☐ Bakery ☐ German ☐ Kosher ☐ Pork
- ☐ Beef ☐ Greek ☐ Latin ☐ Ribs
- ☐ Chicken ☐ Hamburger ☐ Mediterranean ☐ Seafood
- ☐ Deli ☐ Health ☐ Mexican ☐ Servibar

Management (Please choose only one)

- ☐ Owner/Operator ☐ Independent ☐ Contracted Food Services

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PRINTED NAME: _____

TITLE: _____

DATE: _____

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SIGNED: _____

DATE: _____

SIGNED: _____

DATE: _____

PRINTED NAME: _____

PRINTED NAME: _____

Witnessed by: _____

Serving your success, at your door or at our store.



- Serving and caring for foodservice customers for over 115 years.
- A family company committed to building partnerships.
- Quality foodservice products and the choices you need to succeed.
- Services that help you achieve your goals and make dreams a reality.

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FOOD SERVICE

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FOOD SERVICE STORE

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- ☐ Gordon Food Service Store***, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 905-4074, fax: (616) 717-9610

Gordon Food Service, Inc.

- ☐ Allegheny Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Carolinas Division, PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Great Lakes Division (Brighton), 8040 Kensington Court, Brighton, MI, 48116, phone: (616) 717-6359, fax: (616) 485-4222
- ☒ Great Lakes Division (Clay Ave), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Great Lakes West Division, PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Mid-Atlantic Division, 100 Commerce Drive, Newark, DE, 19713, phone: (410) 273-3524, fax: (616) 717-9881
- ☐ Ohio Valley Division, 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215

GFS Central States, LLC

- ☐ Central States Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Southeast Division, 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091

GFS Florida, LLC

- ☐ Florida Division, 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2906, fax: (305) 459-8746

Glazier Foods Company

- ☐ Glazier Division, 11303 Antoine Dr., Houston, TX, 77066, phone: (800) 989-6411, fax: (616) 717-9020

Perkins Paper, LLC

- ☐ Perkins Division, 630 John Hancock Rd., Taunton, MA, 02780, phone: (774) 226-1500, fax: (774) 226-1782

* Non-Commercial and National Chain customers may be serviced by one or more of the foregoing companies. National Chain customers may also be serviced by GFS Chain Alliance, LLC

** Florida stores are operated by GFS Stores, LLC, and all others are operated by GFS Marketplace, LLC

Section to be completed by Customer Development Specialist or Gordon Food Service Store Manager

Sales No.: 119 Store No.: _____

Does the customer have other accounts with Gordon Food Service? If so, please provide account numbers: Family 3614

Change of owner? If so, please provide the current customer number: _____

Please provide your delivery and billing information.

LOCATION NAME: B Hopcat
This is the location name of DBA of your business.

A/P CONTACT: Denise Williamson OWNERSHIP: _____
Length of time owned.

DELIVERY ADDRESS BILLING ADDRESS ☐ Check if the same as delivery address.

ADDRESS: 6315 Delmar Blvd ADDRESS: 35 Oaks SW #400
 CITY: University City CITY: Grand Rapids
 STATE: MO ZIP: 63130 COUNTRY: _____ STATE: MI ZIP: 49503 COUNTRY: _____
 PHONE: _____ FAX: _____ PHONE: _____ FAX: _____

Please provide all of the information below for the legal owner of your business ("Customer").

ENTITY TYPE: ☐ Corporation ☒ LLC ☐ LP/LLP ☐ Proprietorship ☐ Partnership ☐ Other: _____

ENTITY NAME: Barfly Ventures STATE FILED: _____

ADDRESS: 35 Oaks SW #400 PHONE: _____ FAX: _____
 CITY: Grand Rapids STATE: MI ZIP: 49503 COUNTRY: US

OWNER/OFFICER/MEMBER INFORMATION

NAME: _____	TITLE: _____	NAME: _____	TITLE: _____
ADDRESS: _____	ADDRESS: _____	ADDRESS: _____	ADDRESS: _____
CITY: _____	CITY: _____	CITY: _____	CITY: _____
STATE: _____ ZIP: _____ PHONE: _____	STATE: _____ ZIP: _____ PHONE: _____	STATE: _____ ZIP: _____ PHONE: _____	STATE: _____ ZIP: _____ PHONE: _____
SSN: _____ <small>Social Security Number</small>	DL: _____ <small>Driver's License Number & State</small>	SSN: _____ <small>Social Security Number</small>	DL: _____ <small>Driver's License Number & State</small>
SIGNED: _____ DATE: _____	SIGNED: _____ DATE: _____	SIGNED: _____ DATE: _____	SIGNED: _____ DATE: _____

The signor(s) above each consent to the release of his/her personal credit information as set forth in paragraph six of the General Provisions and Security Agreement.

Please provide the financial and purchasing information requested below.

What payment terms are you requesting? ☐ C.O.D. ☐ Weekly ☒ Other: _____

What are your estimated weekly purchases from Gordon Food Service? \$ 15,000

What is your tax-exempt status? ☐ Resale Certificate* ☐ Fully Exempt Entity** ☐ None ☐ Direct Pay Permit*** ☐ Federal Government
*Include a copy of resale certificate **Include evidence of tax exempt status ***Include a copy of direct pay permit

Please provide your Federal Tax Identification Number (a/k/a EIN): 6994

Do you require a purchase order? ☐ Yes ☒ No

If you would like a statement, please specify the following: Frequency: ☐ Weekly ☐ Bi-Weekly ☐ Monthly
 Method: ☐ Email: _____ ☐ Fax: _____

Please provide your banking information below.
 BANK: Mercantile Bank ACCOUNT NO.: 8673

Please provide your supplier and trade references below.

NAME: _____	ACCOUNT NO.: _____	PHONE: _____
NAME: _____	ACCOUNT NO.: _____	PHONE: _____
NAME: _____	ACCOUNT NO.: _____	PHONE: _____

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. The Customer agrees to pay for all goods and services ordered or procured from Gordon Food Service, Inc. or one or more of its current or future subsidiaries or affiliates ("GFS") on the terms set forth in this Customer Account Application (this "Application"). Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, the Customer agrees to pay to GFS or its assign, as an element of damages, all expenses of collection including actual attorneys' fees. GFS retains all rights of set off against any amounts or credits owed to the Customer.
2. The Customer agrees to be bound by the general provisions of this Application and those contained on GFS' invoices. These terms and conditions shall be the exclusive terms with respect to the sale and purchase of goods and any terms contained in or referenced by the Customer's purchase orders or any other documents of the Customer are rejected and non-binding on GFS.
3. All credit terms extended to the Customer are subject to change and can be amended at the sole discretion of GFS, at any time. The Customer consents to all changes of credit terms, extensions of credit, and any extensions or forbearance by GFS. This Application does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS may cease providing goods and services to the Customer at any time. Prices of products or other goods or services provided by GFS are not guaranteed until established on an invoice at the time of delivery. GFS must be notified in writing within 30 days of the invoice date of any claim related to the amounts charged on an invoice or any dispute of the sell price of products and, unless GFS is so notified, such claims are waived.
4. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Unless claimed at the time of delivery (prior to GFS' delivery driver leaving the Customer's location) any claim for damaged, undelivered or non-conforming goods is waived. In the event of a key drop delivery by GFS, such claims must be made by 3:00 p.m. (local time) the following day. If any goods provided are defective, the Customer's sole and exclusive remedy shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes. In no event shall GFS be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or related to the goods and services provided by GFS.
5. GFS may assign and/or sell any accounts receivable or indebtedness owed by the Customer and, in the event of such assignment and/or sale (or any subsequent assignment or sale) any claims, defenses, and counterclaims of every kind and description that the Customer has against GFS is waived as to any transferee, assignee or pledgee. Further, the Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
6. The Customer, the Customer's principals and any Guarantors that sign this Application (the "Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
7. If any check, draft, EFT, ACH or any other order of payment (each, a "Transaction") is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID OR DISHONORED TRANSACTIONS.
8. If the Customer is a franchisee or member of a group purchasing organization (each, an "Organization") and the Customer is purchasing from GFS under a written agreement between GFS and the Organization, then the Customer agrees to abide by and accept all terms of such agreement as modified, amended or superseded from time to time.
9. All inventory of proprietary goods or goods special ordered (or manufactured) for the Customer or goods not normally stocked, but brought into inventory to service the Customer, must be immediately purchased if the Customer ceases to use such goods or discontinues doing business with GFS.
10. The Customer acknowledges that purchases made at Gordon Food Service Stores or delivered directly may be electronic transactions. In the event of an electronic transaction, the Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. The Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Application.
11. In the event any provision of this Application is held to be invalid, unenforceable or illegal, the other provisions shall remain fully enforceable. The provisions of this Application may only be amended by a written instrument signed by both GFS and the Customer.
12. The Customer and any Guarantors agree that all actions or proceedings arising out of, from, or related to this Application shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. If GFS selects a different forum, then the Customer agrees that venue is proper in any court of competent jurisdiction that GFS selects in the state where the Customer is located or conducting business. To the extent permitted by applicable law, the Customer and Guarantors waive any right they may have to transfer of change the venue of any litigation brought against the Customer and WAIVE TRIAL BY JURY.
13. If GFS grants credit terms to the Customer pursuant to this Application, then the Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors (the "Collateral") to secure payment of all goods purchased on credit from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

PERSONAL GUARANTY

The undersigned (each, a "Guarantor") unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") by the Customer whether or not contemplated at the time of execution of this Personal Guaranty (this "Guaranty"). All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of the Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor further waives (a) the requirement that his/her/their name appear on any invoices; (b) the right to require Creditor to first proceed against the Customer or any other party; (c) the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold; and (d) notice of acceptance of this guaranty. Guarantor agrees to be personally liable for the debts of the Customer and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorneys' fees and all other costs incurred in the collection of any indebtedness owed by the Customer. Until such time Creditor receives payment of all indebtedness owed by the Customer, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have against the Customer to recover any monies that are paid by Guarantor. Guarantor agrees to be bound by paragraphs 2, 5, 6, 9, 12 and 13 of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE GUARANTOR.

SIGNED: _____

DATE: _____

SIGNED: _____

DATE: _____

PRINTED NAME: _____

PRINTED NAME: _____

Witnessed by: _____

whose full name and address is: _____

Please let us know your interest in our ordering and payment services.

Gordon Experience™ offers you the ability to place orders, pay invoices and access other account services through our secure online application. Gordon Food Service Easy Pay is a convenient payment method that takes away the worry and hassle of processing checks by providing automatic processing of your payments through electronic funds transfer. Please let us know what services you would like more information about.

GORDON EXPERIENCE:

☐ Yes, please send me more information about Gordon Food Service Experience.

GORDON FOOD SERVICE EASY PAY:

☐ Yes, please send me more information about Gordon Food Service Easy Pay.

Select your preferences for purchases made at a Gordon Food Service Store.

Gordon Food Service is proud to offer you the option to use your account to purchase from your local Gordon Food Service Store. Your account will be automatically enrolled in our standard service and you may make purchases by providing your account information. You will be responsible for all purchases made with your account information, regardless of whether the purchases were made by an authorized individual. You also may elect to have identification cards issued, and we will provide you with continuing service cards.

CARD OPTION:

☐ Yes, please issue me continuing service cards. I understand that I am responsible to issue the cards to my designated purchasers, and that I am responsible for all purchases made using the card. Please deliver my cards to:

☐ Delivery Address

☐ Billing Address

☐ Other: _____

INVOICE OPTION:

You will automatically receive a receipt with all pertinent invoice information at the time of purchase. You may also select one other option:

☒ An Invoice emailed to: apd@barflyventures.com

☐ An Invoice faxed to: _____

Please help us to better serve you by providing some information about your business.

Customer Classification (Please choose only one)

Eating and Drinking

- ☐ Family Restaurant
☐ Fast Service
☐ Ice Cream Shop
☐ White Tablecloth
☒ Tavern/Bar
☐ Delicatessen
☐ Truck Stop
☐ Pizzeria
☐ Cafeteria

Amusement and Rec.

- ☐ Public Golf Club
☐ Private Golf Club
☐ Health Club
☐ Ski Resort
☐ Stadium
☐ Fair/Festival
☐ Bowling Center
☐ Theme Park
☐ Theater

Business Services

- ☐ Catering
☐ Vending
☐ Redistribution
☐ Small Business
☐ In-Plant
☐ Int'l Resort
☐ Int'l Redistribution
☐ Co-operative
☐ Office

Non-Commercial

- ☐ Gov. Program
☐ Comm. Feeding
☐ Service Club
☐ Transportation
☐ Church
☐ Public Facility
☐ Jail/Prison
☐ Military
☐ Fundraiser

Food Stores

- ☐ Convenience Store
☐ In-Store Deli
☐ In-Store Restaurant
☐ Snack Bar
☐ General Retail
☐ Bakery
☐ Gordon Food Service Store
☐ Doughnut/Coffee Shop
☐ Supermarkets

Hospitality

- ☐ Hotel
☐ Motel
☐ Resort
☐ Inn
☐ Passenger Ship

Colleges

- ☐ 2-Year Private
☐ 4-Year Community
☐ 4-Year State
☐ 4-Year Private
☐ Fraternity/Sorority

Long-Term Care

- ☐ CCRC
☐ Skilled Nursing
☐ Assisted Living

Schools

- ☐ Day Care
☐ Elementary
☐ High School

Other

- ☐ Hospital - Acute
☐ Camp
☐ Senior Meals

Affiliation (Please choose only one)

- ☐ Franchise
☐ Public/Federal

- ☐ National Chain
☐ Parochial

- ☐ Public/Community

- ☐ Private/Independent

- ☐ Public/State

Menu Theme

- ☐ American
☐ Asian
☐ Bakery
☐ Beef
☐ Chicken
☐ Deli

- ☐ Eggs
☐ French
☐ German
☐ Greek
☐ Hamburger
☐ Health

- ☐ Ice Cream
☐ Italian
☐ Kosher
☐ Latin
☐ Mediterranean
☐ Mexican

- ☐ Non-Food
☐ Pizza
☐ Pork
☐ Ribs
☐ Seafood
☐ Servibar

- ☐ Steak
☐ Vegetarian

Management (Please choose only one)

- ☒ Owner/Operator

- ☐ Independent

- ☐ Contracted Food Services

NOTICE REQUIRED BY FEDERAL LAW. This notice is for non-trade applicants. If this Application is not approved in full or if any other adverse action is taken with respect to applicant's credit with Gordon Food Service, applicant has the right to request within sixty (60) days of Gordon Food Service's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.

*Serving our customers
for more than 100 years.*



*What matters to you,
matters to us.*



CUSTOMER ACCOUNT APPLICATION

Please check the appropriate division and return the completed application to the designated location.



- ☐ Gordon Food Service® (Non-Commercial and Chains), PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Non-Commercial
 - ☐ Chains National
 - ☐ Chains Greenville, SC
 - ☐ Chains Ocala, FL

- ☐ Great Lakes East Division (Commercial), 8040 Kensington Court, Brighton, MI, 48116, phone: (248) 446-8348, fax (248) 486-4222
- ☐ Great Lakes West Division (Commercial), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893
- ☐ Ohio Valley Division (Commercial), 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215
- ☐ Central States Division (Commercial), 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091
- ☐ Florida Division (Commercial), 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2844, fax: (305) 459-8746



Marketplace

- ☐ GFS Marketplace®, PO Box 1562, Grand Rapids, MI, 49501, phone: (800) 968-6109, fax: (616) 717-9610

Section to be completed by Customer Development Specialist or GFS Marketplace Store Manager

Sales No.: _____ Store No.: _____

Does the customer have other accounts with Gordon Food Service? If so, please provide account numbers: _____

Change of owner? If so, please provide the current customer number: _____

FORM NO.: _____ REV 10/09

INSTRUCTIONS: Please print or type. Fill in all spaces and complete by signing where indicated. The party signing must either be an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. *All pages must be fully completed and signed on page four in order to complete the account approval process.*

Trade Name (Location Name) <u>Hopcat Ford Field</u>		Telephone No. <u>() ()</u>	Fax No. <u>() ()</u>	E-mail Address _____
Delivery Address <u>2000 Brush St Detroit, MI</u>		City/State <u>48826</u>	Zip Code <u>() ()</u>	Country <u>() ()</u>
Billing Address (If different from delivery address) <u>3500 Lakes SW #400 Grand Rapids, MI</u>		City/State <u>49503</u>	Zip Code <u>() ()</u>	Telephone No. <u>() ()</u>

Corporate/Legal Name ("Customer") PLEASE PROVIDE LEGAL ENTITY NAME, ADDRESS AND INFORMATION BELOW:

☐ Corporation : _____, INC Address: _____

☒ Limited Liability Co.: Hopcat Detroit, LLC City/State/Zip: Detroit, MI 48201

☐ Limited Partnership: _____, LP Telephone No.: () ()

☐ Proprietorship: _____ Fax No.: () ()

☐ General Partnership: _____ E-Mail Address: _____

☐ Other: _____ Date Current Owner Took Over: _____

Complete the following for all partners, members, or individual owner(s)/principal(s):

Name	Title	Name	Title
Home Address	City/State	Home Address	City/State
Zip Code	Phone No.	Zip Code	Phone No.
Social Security No.	Driver's License No. & State	Social Security No.	Driver's License No. & State
Signature	Date	Signature	Date

(Please list any additional partners, members or principals on a separate sheet)

Will you provide current financials? ☐ Yes ☒ No (If yes, please attach most recent financial statements)

Terms Requested: ☐ C.O.D. ☐ Weekly ☒ Other: _____

Average Weekly Purchases: \$ _____

Payment Method: ☐ Cash ☐ Check ☐ GFS Easy Pay (Must complete electronic funds transfer agreement)

Trade References: 1) _____ 2) _____
 Business Name Phone No. Business Name Phone No.
 3) _____ 4) _____
 Business Name Phone No. Business Name Phone No.

Banking Info.: Mercantile Bank Grand Rapids, MI
 Name of Bank Account No. City/State Phone No.

Tax Exempt Status: ☐ Resale Only ☐ All Sales Tax Exempt No.: _____
 (A copy of your Tax Certificate and/or Letter is required)

ONLINE ORDERING AND ACCOUNTING

GFS Experience™ offers you the ability to place orders and pay invoices online through our secured application. When you elect to pay online, you will also be given access to view and print your prior transactions. You can obtain more information about these services from your GFS representative or by checking the appropriate box below. These services are currently not available to GFS Marketplace customers.

- ☐ **ORDERING:** I would like more information about placing orders online using GFS Experience.
- ☐ **ORDERING AND ACCOUNTING:** I would like more information about ordering and paying online using GFS Experience with My Account.

CONTINUING SERVICE CARD

All of our customers may purchase product from any of our Gordon Food Service Marketplace Stores by providing your account information. However, you will be responsible for all purchases made on your account regardless of whether the purchases were made by an authorized individual. You may elect to have your account secured, for identification purposes, and we will provide you with continuing service cards. If you select the security/identification option, you may only use your account at our Marketplace Stores if you present your continuing service card to our sales associate at the point of sale.

User Preference: ☐ I would like my account set up with the **SECURITY/I.D. OPTION** and understand that I am responsible to issue cards to my designated purchasers. I understand that I am responsible for all purchases made using my card.

Invoice Options: In addition to a register receipt with all pertinent invoice information, I want (Please select only one):

- ☐ An e-mailed invoice to: ap@barflyventures.com ☐ A faxed invoice to: _____
- ☐ Only my register receipt as an invoice showing purchase information.

Send Cards to: ☐ Delivery Address ☐ Bill to Address ☐ Other: _____

CUSTOMER CLASSIFICATION

(Please choose only one below):

Eating and Drinking Places

- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> Family Restaurant | <input type="checkbox"/> White Tablecloth | <input type="checkbox"/> Truck Stop |
| <input type="checkbox"/> Fast Service | <input checked="" type="checkbox"/> Tavern/Bar | <input type="checkbox"/> Pizzeria |
| <input type="checkbox"/> Ice Cream Shop | <input type="checkbox"/> Delicatessen | <input type="checkbox"/> Cafeteria |

Amusement and Recreation

- | | | |
|---|--|--|
| <input type="checkbox"/> Golf Club (Public) | <input type="checkbox"/> Ski Resort | <input type="checkbox"/> Bowling Alley |
| <input type="checkbox"/> Golf Club (Private) | <input type="checkbox"/> Stadium | <input type="checkbox"/> Theme Park |
| <input type="checkbox"/> Health/Athletic Club | <input type="checkbox"/> Fair/Festival | <input type="checkbox"/> Theater |

Hotels and Others

- | | |
|---|--|
| <input type="checkbox"/> Hotels | <input type="checkbox"/> Convenience Store |
| <input type="checkbox"/> Motels | <input type="checkbox"/> In-Store Deli |
| <input type="checkbox"/> Resort | <input type="checkbox"/> In-Store Restaurant |
| <input type="checkbox"/> Inn | <input type="checkbox"/> Snack Bar |
| <input type="checkbox"/> Passenger Ship | <input type="checkbox"/> General Retail |

Food Stores

- | |
|------------------------------------|
| <input type="checkbox"/> Bakery |
| <input type="checkbox"/> GFS Store |

Business Services

- | | |
|---|---|
| <input type="checkbox"/> Catering | <input type="checkbox"/> Int'l Resort Hotel |
| <input type="checkbox"/> Vending | <input type="checkbox"/> Int'l Redistribution |
| <input type="checkbox"/> Redistribution | <input type="checkbox"/> Co-op |
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Office |
| <input type="checkbox"/> In-plant | |

Hospitals

- ☐ Acute

Long-Term Care

- ☐ CCRC
- ☐ Skilled Nursing
- ☐ Assisted Living

Other Non-Commercial

- | | | |
|---|---|--------------------------------------|
| <input type="checkbox"/> Government Program | <input type="checkbox"/> Church | <input type="checkbox"/> Fund Raiser |
| <input type="checkbox"/> Community Feeding | <input type="checkbox"/> Public Facility | |
| <input type="checkbox"/> Service Club | <input type="checkbox"/> Jails/Prison | |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Military Feeding | |

Schools

- ☐ Day Care
- ☐ Elementary
- ☐ High School

Senior Meal Programs**Sporting/Recreation/Camps****Colleges**

- | | |
|---|--|
| <input type="checkbox"/> 2-Year Private | <input type="checkbox"/> 4-Year Private |
| <input type="checkbox"/> 4-Year Community | <input type="checkbox"/> Fraternity/Sorority |
| <input type="checkbox"/> 4-Year State | |

AFFILIATION (choose one):

- | | | | |
|------------------------------------|--|---|--|
| <input type="checkbox"/> Franchise | <input checked="" type="checkbox"/> National Chain | <input type="checkbox"/> Parochial | <input type="checkbox"/> Private/Independent |
| | <input type="checkbox"/> Public/Community | <input type="checkbox"/> Public/Federal | <input type="checkbox"/> Public/State |

MENU THEME

- | | | | | | | |
|--|----------------------------------|------------------------------------|------------------------------------|--|----------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> American | <input type="checkbox"/> Chicken | <input type="checkbox"/> German | <input type="checkbox"/> Ice Cream | <input type="checkbox"/> Mediterranean | <input type="checkbox"/> Pork | <input type="checkbox"/> Servibar |
| <input type="checkbox"/> Asian | <input type="checkbox"/> Deli | <input type="checkbox"/> Greek | <input type="checkbox"/> Italian | <input type="checkbox"/> Mexican | <input type="checkbox"/> Poultry | <input type="checkbox"/> Steak |
| <input type="checkbox"/> Bakery | <input type="checkbox"/> Eggs | <input type="checkbox"/> Hamburger | <input type="checkbox"/> Kosher | <input type="checkbox"/> Non-Food | <input type="checkbox"/> Ribs | <input type="checkbox"/> Vegetarian |
| <input type="checkbox"/> Beef | <input type="checkbox"/> French | <input type="checkbox"/> Health | <input type="checkbox"/> Latin | <input type="checkbox"/> Pizza | <input type="checkbox"/> Seafood | |

MANAGEMENT (choose one):

- | | | |
|---|--------------------------------------|---|
| <input type="checkbox"/> Owner/Operator | <input type="checkbox"/> Independent | <input type="checkbox"/> Contracted Food Services |
|---|--------------------------------------|---|

GENERAL PROVISIONS AND SECURITY AGREEMENT

1. All prices quoted or billed are cash prices and do not include credit terms. Any credit terms granted will be deemed to be a TIME PRICE DIFFERENTIAL and will be subject to an ADDITIONAL CHARGE OF 1.5 PERCENT PER MONTH OR 18 PERCENT PER ANNUM assessed once a month on any past due invoices. In the event of default, Customer agrees to pay to Gordon Food Service, Inc., GFS Central States, LLC and GFS Florida, LLC ("GFS") or its affiliates or assigns, as an element of damages, all expenses for collection including actual attorney fees. GFS retains all rights of set off against any amounts or credits owed to Customer.
2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. If Customer provides GFS with key access for early or after hours delivery ("Key Drop"), Customer hereby waives any and all claims, actions or suits against GFS arising out of or in any way connected to the Key Drop delivery. Unless disputed in writing within 30 days from invoice date, any claim that goods were not delivered is waived by Customer.
3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
4. The Customer, Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
5. If this Application is not approved in full or if any other adverse action is taken with respect to Customer's credit with GFS, Customer has the right to request within sixty (60) days of GFS' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Washington, D.C.
6. If any check, draft, EFT, ACH or any other order of payment ("Transaction") payable to GFS is dishonored for any reason, GFS may re-present the Transaction for payment and issue a draft, for each return, against the account upon which the Transaction is drawn for a fee up to the maximum permitted by law. THE SIGNOR BELOW, INDIVIDUALLY AND NOT IN REPRESENTATIVE CAPACITY, SHALL BE RESPONSIBLE FOR PAYMENT OF ALL UNPAID TRANSACTIONS or any Transactions dishonored or unpaid for any reason.
7. The Customer acknowledges that purchases made at GFS Marketplace stores or delivered directly may be electronic transactions. In the event of an electronic transaction, Customer agrees to the electronic storage of its signature given at the point of sale or the time of delivery and agrees to the later use of such signature on an itemized invoice or other document evidencing the transaction. Customer agrees that the itemized invoice or other documents evidencing the transaction, although presented in a different format than the document received at the point of sale or time of delivery, memorializes the order and acceptance of goods from GFS by the Customer pursuant to the terms of this Agreement. If Customer selects GFS Experience[™], the use of Customer's user identification name and password hereby constitutes an electronic signature in accordance with the Electronic Signatures in the Global and National Commerce Act of 2000, authorizing access to such information. Customer accepts full responsibility for any transaction initiated through Customer's user identification name under the GFS Experience application.
8. This Agreement shall be binding upon and inure to the benefits of GFS and the Customer and their respective heirs, executors, administrators, legal representatives, successors, agents and assigns. The Customer agrees to notify GFS, in writing, by regular mail at P.O. Box 2244, Grand Rapids, MI 49501 of any change of ownership and further agrees to be liable for all purchases should the Customer fail to comply with said notification. All credit terms extended to Customer are subject to change and can be amended at the sole discretion of GFS, at any time. Customer consents to all changes of terms, extensions of credit, and any extensions or forbearance by GFS. This agreement does not create any obligation on the part of GFS to provide goods to the Customer on credit or otherwise, and GFS, in its sole discretion, may terminate the Customer at any time.
9. Customer irrevocably agrees that, subject to GFS' sole discretion, all actions or proceedings arising out of, from, or related to this Agreement shall be litigated in courts having their location in Kent County, Michigan, unless GFS selects a different forum. Customer consents and submits to the personal jurisdiction of any such court. If GFS selects a different forum, then Customer agrees that venue is proper in the following counties: FL – Orange or Miami-Dade; IL – Cook; KY – Jefferson; OH – Lucas or Cuyahoga; MO – St. Louis; PA – Allegheny or Philadelphia; TN – Knox or Davidson; WI – Milwaukee. To the extent permitted by applicable law, Customer and Guarantors waive any right they may have to transfer or change the venue of any litigation brought against Customer and hereby waive trial by jury.
10. If GFS grants credit terms to Customer pursuant to this agreement, then Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors ("Collateral") to secure payment of all goods purchased on credit, without limitation, from GFS. "Collateral" includes, by way of example and without limitation, all goods, equipment, inventory, vehicles, fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

Applicant's Signature: Kristine Frost Title: Accts mgr Date: 8/10/17
 Name Printed: Kristine Frost

PERSONAL GUARANTY

The undersigned unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") whether or not contemplated at the time of execution of this Guaranty. All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require Creditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorney fees and all other costs incurred in the collection of any indebtedness owed by Customer. Until such time Creditor receives payment in full of all indebtedness owed by Customer to Creditor, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have now or in the future against Customer to recover any monies that are recovered from Guarantors under the guaranty. Guarantor in addition agrees to be bound by paragraphs four, nine and ten of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.

Signed: _____ Printed Name: _____ Date: _____
 Witness: _____ Witness: _____

Apr. 14. 2010 4:54 PM

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INSTRUCTIONS: Please print or type. Fill in all spaces and complete by signing where indicated. The party signing must either be an officer, partner, member or owner of your organization. Your answers to all questions will enable us to expedite your application. All pages must be fully completed and signed on page four in order to complete the account approval process.

STELLA'S LOUNGE	(616) 356 2700	()	
Trade Name (Location Name)	Telephone No.	Fax No.	E-mail Address
53 COMMERC ST SW	GRAND RAPIDS MI	49503	
Delivery Address	City/State	Zip Code	Country
			()
Billing Address (If different from delivery address)	City/State	Zip Code	Telephone No.

Corporate/Legal Name ("Customer") PLEASE PROVIDE LEGAL ENTITY NAME, ADDRESS AND INFORMATION BELOW:

☐ Corporation: _____, INC Address: 53 COMMERC ST SW

☐ Limited Liability Co.: 50 AMP FUSE LLC DBA STELLA'S LOUNGE LLC City/State/Zip: GRAND RAPIDS MI 49503

☐ Limited Partnership: _____, LP Telephone No.: (616) 356 2700

☐ Proprietorship: _____ Fax No.: ()

☐ General Partnership: _____ E-Mail Address: gary@hopcutgr.com

☐ Other: _____ Date Current Owner Took Over: N/A

Complete the following for all partners, members, or individual owner(s)/principal(s):

MARK SELLERS	OWNER		
Name	Title	Name	Title
631 KENT HILLS RD	GRAND RAPIDS MI		
Home Address	City/State	Home Address	City/State
49503	773 944.0343		()
Zip Code	Phone No.	Zip Code	Phone No.
Social Security No.	Driver's License No. & State	Social Security No.	Driver's License No. & State
M. Sellers	4/14/10		
Signature	Date	Signature	Date

(Please list any additional partners, members or principals on a separate sheet)

Will you provide current financials? ☐ Yes ☐ No (If yes, please attach most recent financial statements)

Terms Requested: ☐ C.O.D. ☐ Weekly ☐ Other: 30 NET EFT

Average Weekly Purchases: \$

Payment Method: ☐ Cash ☐ Check ☒ GFS Easy Pay (Must complete electronic funds transfer agreement)

Trade References: 1)	()	2)	()
Business Name	Phone No.	Business Name	Phone No.
3)	()	4)	()
Business Name	Phone No.	Business Name	Phone No.

Banking Info.: () 12

Name of Bank	Account No.	City/State	Phone No.
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Tax Exempt Status: ☐ Resale Only ☐ All Sales Tax Exempt No.: (A copy of your Tax Certificate and/or Letter is required)

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2. GFS disclaims all express or implied warranties with regard to any goods sold that are not GFS branded goods and all implied warranties with regard to GFS branded goods, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. If any goods provided are defective the Customer's remedy, in the sole discretion of GFS, shall be limited to replacement of defective goods or refund of the purchase price, plus applicable taxes, of any such goods. In no event shall GFS be liable for incidental or consequential damages arising from alleged defects. If Customer provides GFS with key access for early or after hours delivery ("Key Drop"), Customer hereby waives any and all claims, actions or suits against GFS arising out of or in any way connected to the Key Drop delivery. Unless disputed in writing within 30 days from invoice date, any claim that goods were not delivered is waived by Customer.
3. GFS may assign and/or sell any accounts receivable or indebtedness owed by a Customer to GFS and, in the event of such assignment and/or sale (or any subsequent assignment or sale) Customer waives, as against any transferee, assignee or pledgee, all claims, defenses and counterclaims of every kind and description that Customer may have against GFS. Further, Customer waives any request for demand for payment, notice of non-payment, presentment, notice of dishonor, protests, notice of protest or any other notice or demand in connection with any account opened with GFS.
4. The Customer, Customer's principals and any Guarantors that sign this Agreement ("Signators") authorize GFS to obtain and exchange information from any of the Signators' trade, bank or financial references concerning the status of the business and/or credit of the Signators and obtain its/their business and/or consumer credit reports ("Reports") for the purpose of evaluating its/their application for credit. Signators authorize GFS to obtain additional Reports from time to time and to use Reports to the fullest extent permitted by Federal and State law.
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10. If GFS grants credit terms to Customer pursuant to this agreement, then Customer and any Guarantor (collectively, the "Grantors") grant to GFS a purchase money security interest in all goods sold or equipment leased, and a security interest in all other personal property of Grantors ("Collateral") to secure payment of all goods purchased on credit, without limitation, from GFS. "Collateral" includes, by way of example and without limitation, all goods; equipment; inventory; vehicles; fixtures, work in process, accounts receivable, instruments, chattel paper, causes of action, general intangibles, including any liquor license, and all proceeds thereof. Grantors give GFS the authority to file any financing statement or continuation or other document needed to perfect GFS' security interest. Grantors agree that any delay by GFS in perfecting its security interest in the Collateral shall be without prejudice to GFS' right to perfect its interest in the future, in the sole discretion of GFS.

Applicant's Signature: M. Sellen Title: Owner Date: 4/14/10
 Name Printed: MARK SELLEN

PERSONAL GUARANTY

The undersigned unconditionally and irrevocably guarantees prompt payment when due of any and all amounts owed to GFS or any subsequent assignee and/or transferee ("Creditor") whether or not contemplated at the time of execution of this Guaranty. All demands, presentments, notice of protest and of dishonor, and all other notices of any kind or nature of Customer, Creditor, any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor waives the right to require Creditor to first proceed against Customer or any other party. Guarantor waives the right to require Creditor to pursue any other remedy for the benefit of Guarantor and agrees that Creditor may proceed against Guarantor on this guaranty without taking any action against the Customer or any other party and without proceeding against or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extensions or forbearance by Creditor. Guarantor agrees to pay Creditor actual attorney fees and all other costs incurred in the collection of any indebtedness owed by Customer. Until such time Creditor receives payment in full of all indebtedness owed by Customer to Creditor, Guarantor waives any right to reimbursement, contribution, indemnification and subrogation it may have now or in the future against Customer to recover any monies that are recovered from Guarantors under the guaranty. Guarantor in addition agrees to be bound by paragraphs four, nine and ten of the General Provisions and Security Agreement above. This Guaranty is continuing until released in a writing signed by GFS. USE OF A CORPORATE TITLE SHALL NOT LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY.

Signed: M. Sellen Printed Name: MARK SELLEN Date: 4/14/10
 Witness: [Signature] Witness: GARY BOYD

ONLINE ORDERING AND ACCOUNTING

GFS Experience™ offers you the ability to place orders and pay invoices online through our secured application. When you elect to pay online, you will also be given access to view and print your prior transactions. You can obtain more information about these services from your GFS representative or by checking the appropriate box below. These services are currently not available to GFS Marketplace customers.

- ☐ **ORDERING:** I would like more information about placing orders online using GFS Experience.
- ☐ **ORDERING AND ACCOUNTING:** I would like more information about ordering and paying online using GFS Experience with My Account.

CONTINUING SERVICE CARD

All of our customers may purchase product from any of our Gordon Food Service Marketplace Stores by providing your account information. However, you will be responsible for all purchases made on your account regardless of whether the purchases were made by an authorized individual. You may elect to have your account secured, for identification purposes, and we will provide you with continuing service cards. If you select the security/identification option, you may only use your account at our Marketplace Stores if you present your continuing service card to our sales associate at the point of sale.

User Preference: ☐ I would like my account set up with the **SECURITY/I.D. OPTION** and understand that I am responsible to issue cards to my designated purchasers. I understand that I am responsible for all purchases made using my card.

Invoice Options: In addition to a register receipt with all pertinent invoice information, I want (Please select only one):

☒ An e-mailed invoice to: garry@hopcatgr.com ☐ A faxed invoice to: _____

☐ Only my register receipt as an invoice showing purchase information.

Send Cards to: ☒ Delivery Address ☐ Bill to Address ☐ Other: ATTN GARRY

CUSTOMER CLASSIFICATION

(Please choose only one below):

Eating and Drinking Places

- ☐ Family Restaurant ☐ White Tablecloth
☐ Fast Service ☒ Tavern/Bar
☐ Ice Cream Shop ☐ Delicatessen

Hotels and Others

- ☐ Hotels ☐ Convenience Store
☐ Motels ☐ In-Store Deli
☐ Resort ☐ In-Store Restaurant
☐ Inn ☐ Snack Bar
☐ Passenger Ship ☐ General Retail

Hospitals

- ☐ Acute

Long-Term Care

- ☐ CCRC
☐ Skilled Nursing
☐ Assisted Living

Schools

- ☐ Day Care
☐ Elementary
☐ High School

☐ **Senior Meal Programs**☐ **Sporting/Recreation/Camps****Amusement and Recreation**

- ☐ Golf Club (Public) ☐ Ski Resort ☐ Bowling Alley
☐ Golf Club (Private) ☐ Stadium ☐ Theme Park
☐ Health/Athletic Club ☐ Fair/Festival ☐ Theater

Business Services

- ☐ Catering ☐ Int'l Resort Hotel
☐ Vending ☐ Int'l Redistribution
☐ Redistribution ☐ Co-op
☐ Small Business ☐ Office
☐ In-plant

Other Non-Commercial

- ☐ Government Program ☐ Church ☐ Fund Raiser
☐ Community Feeding ☐ Public Facility
☐ Service Club ☐ Jails/Prison
☐ Transportation ☐ Military Feeding

Colleges

- ☐ 2-Year Private ☐ 4-Year Private
☐ 4-Year Community ☐ Fraternity/Sorority
☐ 4-Year State

AFFILIATION (choose one):

- ☐ Franchise ☐ National Chain ☐ Parochial ☒ Private/Independent
☐ Public/Community ☐ Public/Federal ☐ Public/State

MENU THEME

- ☐ American ☐ Chicken ☐ German ☐ Ice Cream ☐ Mediterranean ☐ Pork ☐ Servibar
☐ Asian ☐ Deli ☐ Greek ☐ Italian ☐ Mexican ☐ Poultry ☐ Steak
☐ Bakery ☐ Eggs ☒ Hamburger ☐ Kosher ☐ Non-Food ☐ Ribs ☒ Vegetarian
☐ Beef ☐ French ☐ Health ☐ Latin ☐ Pizza ☐ Seafood

MANAGEMENT (choose one):

- ☒ Owner/Operator ☐ Independent ☐ Contracted Food Services

*Serving our customers
for more than 100 years.*

GFS
gordon food service

*What matters to you,
matters to us.*



CUSTOMER ACCOUNT APPLICATION

Please check the appropriate division and return the completed application to the designated location.



- ☐ Gordon Food Service® (Non-Commercial and Chains), PO Box 2244, Grand Rapids, MI, 49501, phone: (800) 968-7500, fax: (616) 717-6024
- ☐ Non-Commercial
- ☐ Chains National
- ☐ Chains Greenville, SC
- ☐ Chains Ocala, FL

- ☐ Great Lakes East Division (Commercial), 8040 Kensington Court, Brighton, MI, 48116, phone: (248) 446-8348, fax (248) 486-4222

- ☒ Great Lakes West Division (Commercial), PO Box 1320, Grand Rapids, MI, 49501, phone: (800) 968-6360, fax: (616) 717-4893

- ☐ Ohio Valley Division (Commercial), 4980 Gateway Blvd., Springfield, OH, 45502, phone: (937) 525-7236, fax: (937) 525-7215

- ☐ Central States Division (Commercial), 342 Gordon Industrial Drive, Shepherdsville, KY, 40165, phone: (800) 840-9851, fax: (502) 215-1091

- ☐ Florida Division (Commercial), 2850 NW 120th Terrace, Miami, FL, 33167, phone: (305) 507-2844, fax: (305) 459-8746



Marketplace

- ☐ GFS Marketplace®, PO Box 1562, Grand Rapids, MI, 49501, phone: (800) 968-6109, fax: (616) 717-9610

Section to be completed by Customer Development Specialist or GFS Marketplace Store Manager

Sales No.: 119 Store No.: _____

Does the customer have other accounts with Gordon Food Service? If so, please provide account numbers: _____

Change of owner? If so, please provide the current customer number: _____

FORM NO.: _____ REV 0210/35721